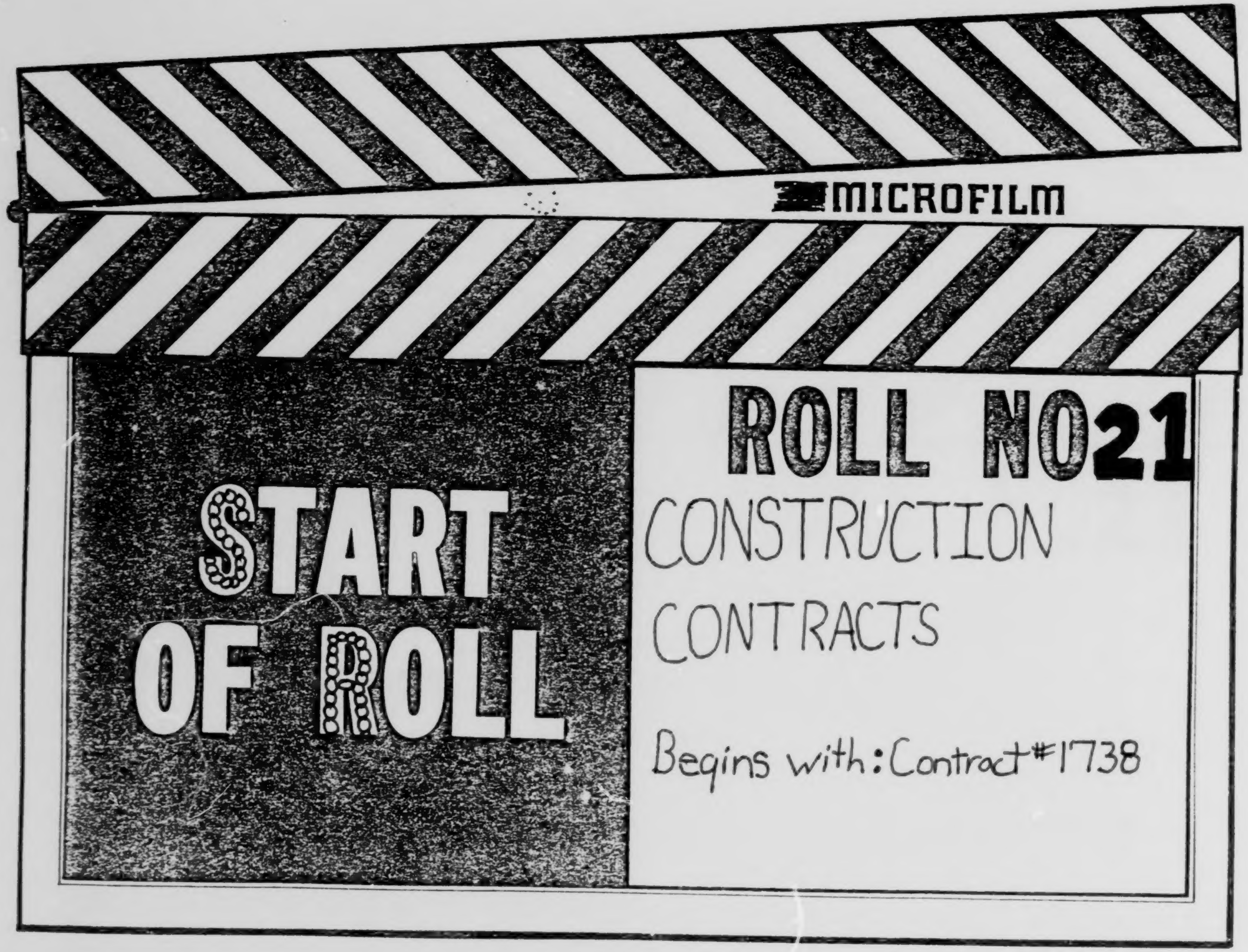

MICROFILM

START OF ROLL

ROLL NO 21

CONSTRUCTION CONTRACTS

Begins with: Contract #1738

CONTRACT#1738,

NRS 253 Jericho Lane Sec., Oiling 1935

1738

RECEIVED
NOV 13 1940
FOR FILING

FA 253-A

Novembdr 12, 1940.

Mr. W. H. Lynch
District Engineer
Public Roads Administration
Box 3900
Portland, Oregon

Dear Sir:

Reference is made to your communication of October 16, in regard to a recent maintenance inspection of Oregon Federal Aid Project No. 253-A, Jericho Lane Section of the Hood River Secondary Highway.

Subsequent to the receipt of your communication, Mr. Bishop made an investigation of the situation and reports that the shoulders have now been rebladed, and everything possible done to remedy the condition which you described.

It is of course impossible to completely cure the drainage situation with any operation short of an extensive betterment or reconstruction which is not warranted at this time in view of the traffic.

It is our belief that the maintenance work which has been done subsequent to your inspection (October 9) is such as to effect the greatest degree of cure that is practical.

Very truly yours,

C. B. McCullough
Assistant Chief Engineer

CBM:AP

cc Mr. Bishop

FORM E-50 REVISED 25M 5-40

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 6, 1940

Subject: Unsatisfactory condition of Oregon FAP 253-A.

To: Mr. C. B. McCullough
Assistant Chief Engineer

Dear Sir:

I am returning herewith the letter from W. H. Lynch, District Engineer of the Public Roads Administration, calling attention to the unsatisfactory condition of Oregon FAP 253-A, Jericho Lane Section of the Hood River Secondary Highway, as shown by the maintenance inspection of October 9. Also attached is a copy of a report made by Mr. Koons.

Since Mr. Koons made his report, Mr. Stiffler was over this section with Mr. Koons. He states that the condition of the shoulders and ditches cannot be considered as neglected maintenance but that, in reality, the road is somewhat improved over the construction in which the Public Roads Administration cooperated. The irrigation ditch is in a glacial boulder formation and, in some places, is very close to the traveled portion of the road. As stated by Mr. Koons, the boulders embedded in the shoulder and protruding above the average shoulder level are of various sizes, some of which would require shooting to remove.

This work cannot be considered as a maintenance item but is rather a construction undertaking. As the highway is being maintained in the condition left at the close of the construction cooperated in and approved by the Public Roads Administration, it would seem that a request for a change in the shoulders under maintenance would be out of order.

Very truly yours,

J. N. Bishop

J. N. Bishop
Maintenance Engineer

JNB/er
encls. 3

FORM E-30 REVISED 25M 8-40

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 6, 1940

Subject: Unsatisfactory condition of Oregon FAP 253-A.

To: Mr. C. B. McCullough
Assistant Chief Engineer

Dear Sir:

I am returning herewith the letter from W. H. Lynch, District Engineer of the Public Roads Administration, calling attention to the unsatisfactory condition of Oregon FAP 253-A, Jericho Lane Section of the Hood River Secondary Highway, as shown by the maintenance inspection of October 9. Also attached is a copy of a report made by Mr. Koons.

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Very truly yours,

J. N. Bishop

J. N. Bishop
Maintenance Engineer

JNB/er
encls. 3

Form E-30—Revised—25M—4-40

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Bend, Oregon
October 31, 1940

Subject: Unsatisfactory condition of Oregon FAP 253-A

To: Mr. J. N. Bishop
Maintenance Engineer
Salem, Oregon

Dear Sir:

I am sending you herewith the copy of a report made by Mr. Koons after a trip over the Jericho Lane Section of the Hood River Secondary Highway. This is in conformity with your letter of October 17, 1940. As I remember this section of road, the drainage does not appear to be too good, but, as Mr. Koons said, there has been no observable weakness in the road itself.

On my next trip to that section of the division I will see if something within reason cannot be done to improve the appearance.

Very truly yours,

Wm. E. Chandler
Division Engineer

WEC:gh
Encl.

FORM E-30 REVISED 25M 5-40

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

COPY

COPY

The Dalles, Oregon
Oct 28 1940

Subject: Unsatisfactory condition of Oregon FAP 253-A

To:
Mr. Wm. E. Chandler
Division Engineer
Oregon State Highway Commission
Bend, Oregon

Dear Sir:

With reference to your letter concerning the unsatisfactory condition of Oregon FAP 253-A as reported by the Public Roads Administration.

This section of the Hood River Secondary, .86 of a mile in length, was surfaced in 1935 by Contract. Previous to the surfacing work no grading was done, the old County Road surface was simply shaped up and the road mix laid with no consideration given to drainage or shoulders.

The soil formation that this section passes through is one that contains numerous boulders weighing from 400 to 1000 pounds and ranging from the surface to an unknown depth, and does not lend itself easily to improvement by equipment available to the Maintenance Crews.

The ditches were cleaned and the turf bladed from the shoulders this spring and mowed during the summer. As soon as the grass is killed by frost this fall this operation will again be performed. It will however be impossible to widen the shoulders much in a number of places due to the fact that irrigation ditches on the shoulder are higher than the surface of the roadway and only a few feet distant from the edge of the oil.

Mr. Van Scoy and I went over this section and estimated that it would require at least $1000.00 to make any kind of a showing. In the past years I have not budgeted any improvement to ditches and shoulders on this section due to the thought that if the Department did not consider it necessary to do during construction that it did not have sufficient merit to use maintenance money on.

Though the shoulders and drainage are reported as not satisfactory the fact still stands out that the surface of this section has not required more than three patches to be placed on it in the past five years.

Yours very truly,,

L. V. Koons (signed)

L. V. Koons
Dist. Maint. Supt.

LVK/df

FEDERAL WORKS AGENCY
PUBLIC ROADS ADMINISTRATION
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

RECEIVED
OCT 17 1940
OREGON
STATE HIGHWAY COMMISSION

October 16, 1940

162.3

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Maintenance inspection of Oregon FAP 253-A, Jericho Lane Section of Hood River Secondary Highway, was made on October 9th.

The report of inspection states that the ditches are so overgrown and blocked with turf and weeds as to seriously restrict drainage. The shoulders are much overgrown, and in their present condition offer no chance for water to drain away from the bituminous surface.

It is noted that maintenance is an obligation of the State, and we request that you investigate this situation and see if something cannot be done to remedy the conditions noted.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

RECEIVED
OCT 17 1940
[illegible] OF [illegible] ENGINEER

REFERRED TO
J. N. Bishop
By Asst. Chief Engineer

Please note and return with Material for Answer.

FORM 2-A-1 23161 5M 7-35
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

253

November 6, 1935

IN REPLY PLEASE REFER TO FILE NO.

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Office

Dear Sir:

All work has been completed on the State Highway contracts listed below, the date of completion in each case being as indicated.

Contract No. 1738, with Babler Brothers, for oiling the Jericho Lane Section of the Hood River Secondary Highway, in Hood River County, was completed August 20th, 1935. This job overran the specified completion date 20 days. An application for an extension of time covering this overrun is on file with the Secretary. ✓ 253

Contract No. 1743, with Harold Blake, for grading the Klamath Falls-Midland Section of the Klamath Falls-Weed Highway, in Klamath County, was completed October 31st, 1935. This job was completed within the time specified in the contract. 205 C

Acceptance of these projects by the State Highway Commission is hereby recommended.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By S. H. Probert

S. H. Probert
Office Engineer

Dict. by R. H. Reisner/ER

APPROVED BY HIGHWAY COMMISSION
DATE November 8, 1935
H B Glaisyer
Secretary

#1738

253

October 26, 1935.

Babler Bros.
2407 N. W. 28th Avenue
Portland, Oregon

Gentlemen:

Reference is made to our letter of October 17, concerning extension of time on your contract No. 1738. We advised you that we had received the consent of your surety and requested that you forward your formal application for the extension of time to this office.

To date we have not received a reply from you. Will you kindly furnish us with the formal application for this proposed extension of time so that the matter can be presented to the State Highway Commission.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

JM:CH
cc - K. D. Lytle

Mr. Lytle: We have not received your recommendation.

HBG

253

#1738

October 17, 1935.

Babler Bros.
2407 N. W. 28th Avenue
Portland, Oregon

Gentlemen:

Reference is made to the time limit on your contract No. 1738, Jericho Lane Section of the Hood River Secondary Highway in Hood River County. According to our records, the time limit on this contract expired on August 17.

We have received a letter from the United States Fidelity & Guaranty Company in which they consent to an extension of time of 10 days.

Will you kindly forward us your formal application to accompany the above consent of surety.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

JM:CE
cc - K. D. Lytle

Mr. Lytle: Please advise of your recommendation.

HBG

#1738

253

October 5, 1935.

United States Fidelity & Guaranty Company
G. B. Eckles, Agent
Bedell Building
Portland, Oregon

Gentlemen:

You are hereby notified that State Highway Contract No. 1738 for the construction of the Jericho Lane Section of the Hood River Secondary Highway in Hood River County, has been completed by the contractors, Babler Bros., 2407 N. W. 28th Avenue, Portland, and that final settlement will be made by the State with said contractors for work done under this contract, on or after October 15, 1935.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied; and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as you appear as surety on the bond furnished by the above contractors. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractors in connection with this contract will be $5,396.60, including the final payment.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

JM:CE

#1738

253

October 3, 1935.

Babler Bros.
2407 N. W. 28th Avenue
Portland, Oregon

Gentlemen:

Please be advised that the time limit on your contract No. 1738, Jericho Lane Section of the Hood River Secondary Highway in Hood River County, expired on August 17.

According to our records, this contract was not completed until August 20.

Will you kindly forward your application for an extension of time up to and including the actual date of completion? Your application must be accompanied by the written consent of your surety on the bond furnished in connection with the contract.

Kindly give the matter your early attention so that it will not be necessary to hold up the payment of your estimate.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

JM:CE
cc - K. D. Lytle

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE REFER TO FILE No. No. 8

POST OFFICE BUILDING
PORTLAND, OREGON

September 6, 1935

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Final inspection of U.S.P.W. Proj. NRS 253-A (1935), Jericho Lane Section, Hood River Hwy., Hood River County, ______, was made by a representative of this office on August 27, 1935. Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L J Caufield
L. J. Caufield
Highway Engineer

Form 338—5M—2-33

C ON STATE HIGHWAY COMMISSIO

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

253

For Week Ending [illegible] 24, 1935

Section [illegible]	*Kind of work* [illegible] Mix
Highway Hood River Secondary	*Section prefix* [illegible]
Contractor Babler Bros	*Contract number* [illegible]39
Date of contract May 2, 1935	*Date of completion* Aug 31, 1935
Date work started " 15, 1935	*Estimated date of completion* Aug 20, 1935
Amount of contract $5240.00	*Per cent of time elapsed*

Estimated cost of completed project, exclusive of engineering $52[illegible]

Per cent of contract completed, based on total contract price %

Engineering cost to date, $350.00, 6 % *Date project was completed* Aug 20, 1935

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The Contractor resumed operations here on Tuesday Aug 20th and placed [illegible] coat and shoulder rock and finished the job on this date

RECEIVED
AUG [illegible] 1935

Signed [illegible]

Address [illegible]

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project				0.55	
Miles partially completed					
Miles completed				0.95	
Total estimated quantities				9000 S.Y.	
Estimated quantities moved or placed to date				"	
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day				1	
Hours per shift				8	
Average force on project for week					

Percentages of men employed on contract to be secured from:

Hood River County, 25 %; Mult County, 75 %; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	Hood River COUNTY	Mult COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men	12	[illegible]					
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....,

Compressors ...., Bull Dozers ...., Sheet-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

Stencil No. 124

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREGON

IN YOUR REPLY PLEASE REFER TO FILE No. Oregon NRS 253 (1935)

August 3, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith for your files an executed copy each of the ______________ project agreement and certificate for the above numbered ~~Federal-aid~~ project.

Very truly yours,

W. H. LYNCH
District Engineer

By LJ Canfield
L. J. Canfield
Highway Engineer

Encls.

Hwy. 26051

Form P. R. 2

State Oregon

U. S. Public Works Highway
Project No. NRS 253 (1933)

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

UNITED STATES DEPARTMENT OF AGRICULTURE

WASHINGTON
GOVERNMENT PRINTING OFFICE
1933

8—5518

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 8th day of July, 1935.

by and between the Oregon State Highway Commission, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto, particularly the National Industrial Recovery Act (Public No. 67, 73rd Cong.), approved June 16, 1933, and act approved June 18, 1934 (Public No. 393, 73rd Cong.):

Whereas the Highway Department of said State submitted on the 23rd day of March, 1935, a project statement, which was approved by the Secretary on the 29th day of March, 1935, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for ~~Section~~ ~~of~~ said project which were recommended for approval by the United States District Engineer on the 27th day of March, 1935; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of five thousand, seven hundred sixty four and no/100 dollars ($5,764.00) as the share of the United States payable under said act on account of ~~Section~~ ~~of~~ said project, which ~~does not exceed and the authorized Federal pro rata share of~~ is the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

8—5618

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State from funds apportioned under the act of June 18, 1934. (Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 0+00, on approximately the line between the NE 1/4 Section 10, and the NW 1/4 Section 11, T. 2 N., R. 10 E., and survey station 45+00, approximately on the section line between the SE 1/4 Section 10 and the SW 1/4 Section 11, T. 2 N., R. 10 E., W. M.,

, length 0.852 of a miles, in Hood River County, being ~~Section~~ ~~of~~ Oregon U. S. Public Wks./Hy. project No. NRS 252/(1935), consisting of 0.852 of a mile~~s~~ of roadway and no bridges, ~~each~~ of more than 20 feet clear span, ~~of a mile in length.~~ known locally as the Jericho Lane section of the Hood River Highway.

CHARACTER AND METHOD OF CONSTRUCTION

Article III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of [redacted] ---------- of said project shall not in any event exceed the sum of five thousand, seven hundred sixty four and no/100 dollars ($5,764.00 ------), certified to the Secretary of the Treasury as above mentioned, which [redacted]

[redacted] --

[redacted] ---- [redacted] -------- [redacted] the approved total estimated cost [redacted] -------- of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to the State Treasurer --

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon -- (Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

~~In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.~~

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: -- (Include reference to statute authorizing funds and probable amount annually available)

Chap. 41, Laws 1927 and Chap. 248, Laws 1931.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the 23d day of July, 1935

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Henry F Cabell

Chairman, State Highway Commission
(Title of officer)

By E B Aldrich

Member, State Highway Commission
(Title of officer)

By

Member, State Highway Commission
(Title of officer)

By

(Title of officer)

By

(Title of officer)

SECRETARY OF AGRICULTURE,

By
Acting Chief, Bureau of Public Roads.

8—3513

Form PR. 6—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

The Secretary of the Treasury, and

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as U.S.Pub.Wks.Hwy. Project No. NRS 253 (1935) State of Oregon.

Second. That in accordance with said provisions I have approved the sum of $ 5,764.00 as the total estimated cost of said project, and the sum of $ 5,764.00 as the share of the United States, payable under said acts on account of such project, which ~~does not exceed the authorized Federal pro rata share of~~ is said total estimated cost.

Done at the city of Washington, this 23d day of July one thousand nine hundred and thirty-five

Secretary of Agriculture,

By [illegible]
Acting Chief, Bureau of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE: 1934 8—4630

#1738

253

August 2, 1935

Mr. K. D. Kytle,
Division Engineer,
Bend, Oregon.

Dear Sir:

Reference is made to your letter of July 29th recommending an extension of time to August 15th on Babler Bros. Contract No. 1738 - Jericho Lane Section in Hood River County.

We hand you herewith copy of Babler Bros. letter in which they request that the time limit be extended to August 31, 1935. Their surety had consented to the time limit being extended to this date.

Will you please advise if you wish to date extended to August 15th, or do you care to change your recommendation to August 31st.

Very truly yours,

Secretary.

Dict. by J. McFarland.

FORM 5-C-5 [illegible]
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF K. D. LYTLE, DIVISION ENGINEER
BEND, OREGON

July 29, 1935

Babler Bros.,
2407 N. W. 28th Avenue,
Portland, Oregon.

Gentlemen:

Your letter of July 16, 1935, addressed to Mr. Peck, relative to an extension of time on your contract No. 1788, Jericho Lane Section of the Hood River Secondary Highway has been referred to this office.

You should make application direct to the State Highway Commission, for this extension of time and it should be accompanied by a letter from your surety company giving consent to this extension.

Very truly yours,

K. D. LYTLE
DIVISION ENGINEER

kdl/e
cc H. B. Glaisyer
cc H. G. Smith.

Federal

May 18, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement for the Jericho Lane Section, Project No. NRS 253 (1935).

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/MK

Encl.

Oregon State Highway Department

U. S. Public Works
Project No. NRS 253 (1935)

[illegible] LANE SECTION OF THE

HOOD RIVER HIGHWAY IN HOOD RIVER COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, May 17, 1935

60	cu. yds.	Trench Excavation	$1.00	$ 60.00
220	lin. ft.	12" Concrete Pipe	1.50	330.00
0.85	mile	Preparation of Base	200.00	170.00
950	cu. yds.	Mineral Aggregates	0.50	475.00
3,000	yd. mi.	Hauling Mineral Aggregate	0.15	450.00
0.85	mile	Mixing and Finishing	1,000.00	850.00
70	tons	Light Cutback Asphalt in Place	32.50	2,275.00
300	cu. yds.	Gravel Shoulders	0.50	150.00
1,100	yd. mi.	Hauling Shoulder Material	0.15	165.00
50	cu. yds.	Filler	0.50	25.00
50	yd. mi.	Hauling Filler	0.20	10.00
140	M-Gals.	Sprinkling	2.00	280.00
			Sub-total	$5,240.00
			10% Engr. & Cont.	524.00
			Total	$5,764.00

Length 0.852 mile
Cost per Mile $6,765.25

NRS Funds Requested- $5,764.00

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 248, laws 1931
State Funds for Maintenance: Chap. 41, laws 1927; Chap. 248, laws 1931

Const.
Con. & Agree.
Hood River Co.
MRS 253

May 17, 1935

Babler Bros.
2407 N. W. 28th Avenue
Portland, Oregon

Gentlemen:

By express we are forwarding to you a fully executed copy of contract #1738 awarded to you on May 2, 1935, for Road Mix Surface Treatment of the Jericho Lane Section of the Hood River Secondary Highway in Hood River County.

This copy is for your records and files.

Very truly yours,

OG

Secretary

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO.________

POST OFFICE BUILDING
PORTLAND, OREGON

May 2, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence in the award of contract, as of this date, for Oregon U.S.Public Works highway project NRS 253 (1935), Jericho Lane section of the Hood River Highway, to Babler Bros., Portland, Oregon, who submitted the low bid.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO.

POST OFFICE BUILDING
PORTLAND, OREGON

April 17, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Revised P.S.& E. documents for Oregon U.S.Public Works highway project NRS 253 (1935), the Jericho Lane section of the Hood River Highway, have today been recommended for approval. This is your authority for readvertising this project for bids.

Prompt submission of the bid tabulation and the agreement estimate will be appreciated.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.________

POST OFFICE BUILDING
PORTLAND, OREGON

April 1, 1935

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

The Acting Chief of Bureau on March 29, 1935, approved the project statement for Oregon U. S. Public Works Project No. NRS 253, involving the improvement of 0.9 of a mile of road known as the Jericoo Lane Section of the Hood River Highway on the section line between Sections 10 and 11, T 2 N, R 10 E, in Hood River County.

Very truly yours,

W. H. LYNCH
District Engineer

By F. E. Andrews
F. E. Andrews
Sr. Hwy. Engineer

Federal

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.____

POST OFFICE BUILDING
PORTLAND, OREGON

RECEIVED
MAR 2
OREGON
STATE HIGHWAY COMMISSION

March 27, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The project statement and P.S.& E. papers for Oregon U.S.Public Works highway project NRS 253 (1935), the Jericho Lane section of the Hood River Highway, have today been recommended for approval. This is your authority to advertise, subject to the condition that award of contract will be withheld until the project statement is approved.

Prompt submission of the bid tabulation and the agreement estimate will be appreciated.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

Federal

March 25, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate to accompany plans for the Jericho Lane Section, Project No. MRS 253 (1935).

Five bid proposals and five sets of blueprint plans are being sent under separate cover.

Very truly yours

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

(7)

Oregon State Highway Department

U. S. Public Works Project
No. NRS 253 (1935)

JERICHO LAKE SECTION OF THE

HOOD RIVER HIGHWAY IN HOOD RIVER COUNTY

(Estimate to accompany plans. Not as basis for project agreement.)

Salem, Oregon, March 25, 1935

60	cu. yds.	Trench Excavation	$ 1.00	$ 60.00
220	lin. ft.	12" Concrete Pipe	1.50	330.00
0.85	mile	Preparation of Base	250.– ~~100.00~~	~~85.00~~ 212.50
950 ~~870~~	cu. yds.	Mineral Aggregate	70 ~~0.30~~	~~261.00~~ 665.00
3,000	yd. mi.	Hauling Mineral Aggregate	0.15	450.00
0.85	mile	Mixing and Finishing	900.00	765.00
70 ~~64~~	ton	Light Cutback Asphalt in Place	~~25.00~~ 30.00	~~1,600.00~~ 2100.00
300	cu. yds.	Gravel Shoulders	0.30	90.00
1,100	yd. mi.	Hauling Shoulder Material	0.15	165.00
50	cu. yds.	Filler	0.40	20.00
50	yd. mi.	Hauling Filler	0.20	10.00
140	M-Gal.	Sprinkling	2.00	280.00

Sub-total	$ ~~4,116.00~~	5147.50
10% Engr. & Cont.	~~411.60~~	514.75
Total	$ 4,527.60	5662.25

Length 0.852 mile

Cost per mile $ ~~5,314.08~~ 6645.83

NRS Funds Requested	$ 3,500.00	* 1000.00
State Funds	~~1,027.60~~	4662.25
	$ 4,527.60	5662.25

March 23, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed five copies of project statement for the Jerico Lane Section to which has been assigned Project No. NRS 253 (1935).

Very truly yours

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

STATE Oregon

PROJECT NO. [illegible] 255 (1935)
(Not to be filled in)

Form PR. 1
BUREAU OF PUBLIC ROADS
U. S. DEPARTMENT OF AGRICULTURE

PROJECT STATEMENT

AS REQUIRED BY
NATIONAL RECOVERY HIGHWAY ACT
~~FEDERAL AID ROAD ACT~~
~~Approved July 11, 1916, and acts amendatory thereof and supplementary thereto~~
Approved June 16, 1933, and acts amendatory
thereof and supplementary thereto.

(Date) March 23, 1935

The Secretary of Agriculture,
Washington, D. C.

Sir: The State of Oregon, pursuant to the provisions of the Act of Congress approved June 16, 1933 ~~July 11, 1916 (39 Stat., 355)~~, entitled "An Act to encourage National Industrial Recovery, to foster fair competition, and to provide for construction of certain useful public works ~~provide that the United States shall aid the States in the construction of rural post roads, and for other purposes~~," as amended and supplemented, and to the Rules and Regulations of the Secretary of Agriculture made and published thereunder, does hereby submit by its State Highway Commission, constituting the State Highway Department of said State, this project statement for the road herein described, which it is proposed to construct under the provisions of said Acts and said Rules and Regulations, and for which Federal aid is requested out of the apportionments made to said State by the Secretary of Agriculture under the provisions of the said Acts.

1. Local name of road Jerico Lane Section, Hood River Highway
2. Between ~~control points or official description~~: a point on line between N.E. ¼, Sec. 10, T. 2 N., R. 10 E. and N.W. ¼, Sec. 11, T. 2 N., R. 10 E., and a point on line between S.E. ¼, Sec. 10, T. 2 N., R. 10 E. and S.W. ¼, Sec. 10, T. 2 N., R. 10 E.
3. Between intermediate control points if used: and

County of Hood River

4. Length in miles (gross) 0.9 (net) 0.9
5. Preliminary estimate of cost: Total, $3,800; section of road to be first improved, $3,800,

of which $ is the estimated cost of "bridges" of more than 20 feet clear span.

6. Amount of funds which {are / will be} available for construction of section of road to be first improved: (a) State: (Amount.)

Current income sufficient to insure completion: Chapter 175, Laws 1917; Chapter 31, Laws 1929; Chapter 248, Laws 1930 (Source, refer to statute.)

(b) County
(Amount.) (Source; refer to statute.)

8—5072

7. Funds for maintenance to be provided by State, from the following sources: Current Income (Chapter 41, Laws 1927; Chapter 24[illegible], Laws 1930.

(Refer to statute.)

8. Official, officials, or depository authorized by State law to receive public funds of the State and designated by the State Highway Department to receive Federal funds for this project: Treasurer of the State of Oregon.

9. Names of State and Federal Engineers making Route Report, and full title of report accompanying this Project Statement:

10. Places on the project having a population of 2,500 or more as shown by the latest Federal census: None

11. Additional remarks:

Assurance is given that the foregoing information concerning the project herein described is known by the State Highway Department to be correct, and that all of the provisions of the State laws affecting the power and authority of the State Highway Department to cooperate with the Federal Government in the construction of this project have been fully complied with.

Respectfully submitted,

OREGON STATE HIGHWAY COMMISSION

(Official title of Highway Department.)

By

As Chairman

(Title of officer.)

By

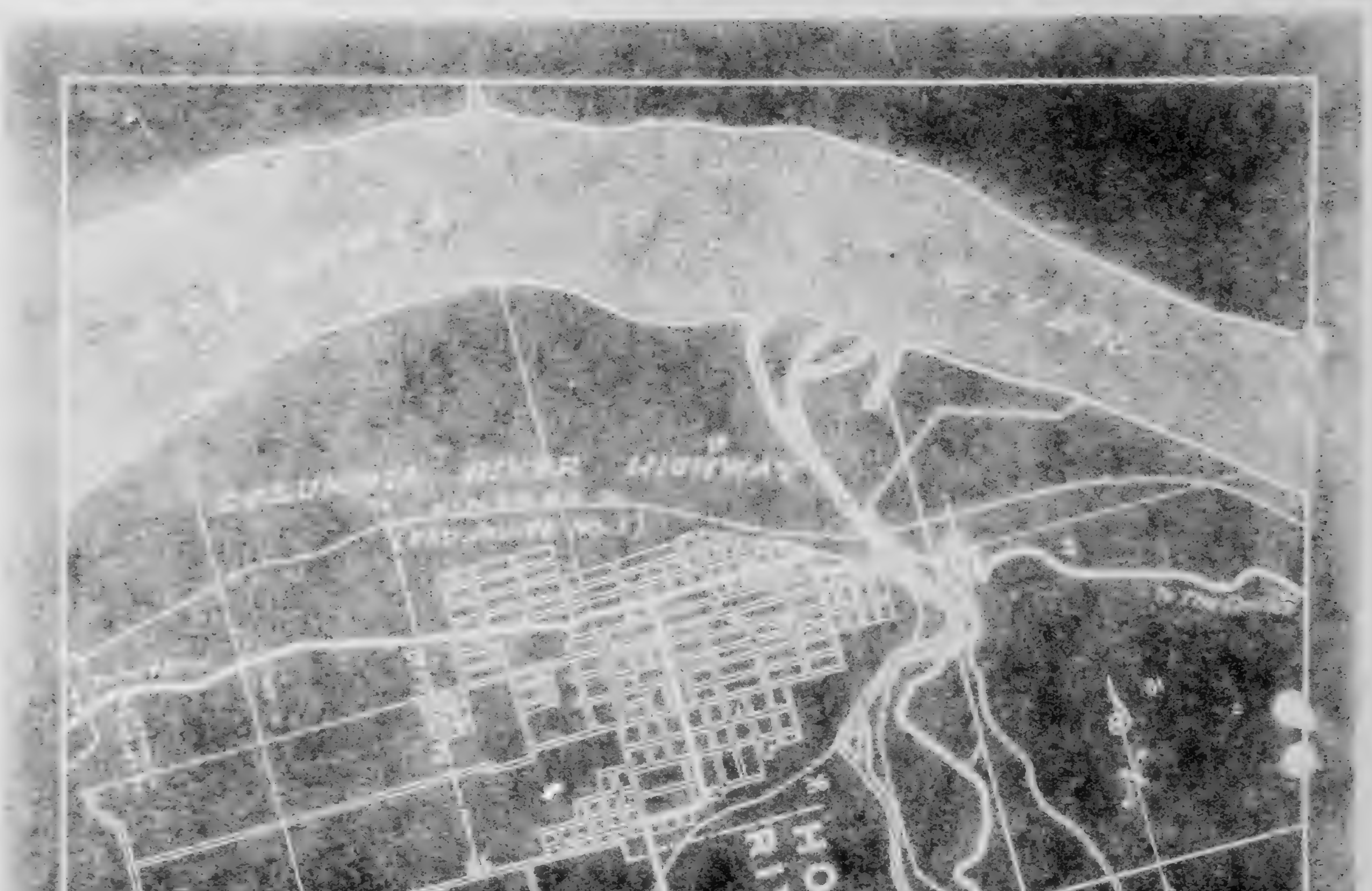
As Commissioner

(Title of officer.)

By

As Commissioner

(Title of officer.)


COLUMBIA RIVER HIGHWAY
HOOD
RIVER
T. 3 N.
T. 2 N.
R. 11 E.
R. 10 E.
Ce

R. 11 E.
R. 10 E.
Van Horn

JERICHO LANE SECTION
HOOD RIVER HIGHWAY
PROJECT No. WPS 253
March 1936

CONTRACT #1740, 1868,

174-C Eagle Creek Bridge 1935
[redacted] 1740
[redacted] 1868 Folder # 1

Form ...—5M—11-35

174-C

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending October 17, 1936.

Section Bonneville- Eagle Creek	*Kind of work* 0.83 Mi. Grading and Bit. Mac.
Highway Columbia River	*Section prefix* 26-1121
Contractor Orino, Birkemeier & Saremal	*Contract number* 1868
Date of contract May 21, 1936.	*Date of completion* July 31, 1937.
Date work started " 25, 1936.	*Estimated date of completion* " 31, 1937.
Amount of contract $ 112,890	*Per cent of time elapsed* 34½ %

Estimated cost of completed project, exclusive of engineering $ 112,890

Per cent of contract completed, based on total contract price 42 %

Engineering cost to date, $ 1280, 18½ % *Date project was completed* , 193

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

13 stone masons and helpers worked on the cement rubble masonry retaining wall building it to a height of 8' for 125' at the west end, and the remainder (265') to a height of 4.5'.

The rock supply ran low and it developed that Orino was unable to get more rock at Lancaster Point. Mr. Farmer, B.P.R. Engineer, took the problem up with the U.S. Engineers and it was agreed that the B.P.R. could have the rock (about 600 C.Y.) for the B.P.R. and the State jo on the condition that its removal was under B.P.R. and State supervision.

Attempts were made to find other rock, a rock slide 2 miles south of M.P.49 being investigated; also some rock was taken from Eagle Creek slide, but found to be unsuitable.

30' of 18" concrete culvert was laid at Sta. 1738.

Some tunnel rock was placed on the fill at Sta. 1739 and bull-dozed. Also tunnel rock was placed on the fill at Sta. 1785 for winter hauling road. The rock was from tunnel clean-up.

The B.P.R. Tooth Rock Tunnel has been extended no further under ground. Operations in the east end have been confined to placing 210' of concrete curb and 7 sets of timber with lagging and packing; on the west end the viaduct has been about 50% poured, some masonry veneer work done, and 2 sets of timbers placed. From now on, drilling operations will be carried on in one end of the tunnel while concreting will be done in the other end.

Signed .... Resident Engineer.

Address Bonneville, Oregon.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	INTENANCE ATERIALS	OIL AND BITUMINOUS MACADAM	PA
Miles in project	0.83			0.83	
Miles partially completed					
Miles completed					
Total estimated quantities	61,900				
Estimated quantities moved or placed to date	17,500				
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day	1				
Hours per shift	8				
Average force on project for week	17, 5days.				

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels 2, Power graders ...., Rollers ...., Mixers 1, Crushing or screening plants ....,

Compressors 1, Bull Dozers 1, Sheet-foot rollers ...., 2 trucks, ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	"		
Tuesday	"		
Wednesday	Cloudy and showers		
Thursday	Fair		
Friday	"		
Saturday	"		

174-C

RECEIVED
OCT 1 1 1937
FOR FILING

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

Stencil No. 8.

IN YOUR REPLY PLEASE
REFER TO FILE NO.________

POST OFFICE BUILDING
PORTLAND, OREGON

October 6, 1937

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Final inspection of Oregon FAP 174-C, Eagle Creek Section, Columbia River Highway, ________, was made by a representative of this office on September 30, 1937. Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L. Caufield
L. J. Caufield
Highway Engineer

Ro-

FORM 5-A-1 5M 8-37

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

M. B. GLAISYER, SECRETARY

OREGON STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

IN REPLY PLEASE
REFER TO FILE No.

RECEIVED
AUG 23 1937
FOR FILING
174-C

RECEIVED
AUG 21 1937
OREGON
STATE HIGHWAY COMMISSION

605 Weatherly Bldg.
August 20, 1937

Mr. R. H. Baldock
State Highway Engineer
Portland, Oregon

Attention: G. S. Paxson

Dear Sir:

A few days ago I noticed some pieces of concrete on the top of Pier 2, Eagle Creek Bridge, near Bonneville. The attached print shows suspected spalling. The piers are quite high and it is rather difficult to climb down over the outside of the steel guard rail.

Suggest investigation and will be pleased to know results. Please return this little print.

Very truly yours,

E. A. COLLIER
DIVISION ENGINEER

EAC:DP
CC R. H. Baldock
Encl.

NOTED
State Highway Engineer

#1768

RECEIVED
AUG 20 1937
FOR FILING

174-C

August 19, 1937

General Casualty Company of America,
Brisbine & Mansfield, Agents,
Lewis Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 1768 for the construction of a bridge over Eagle Creek near Bonneville on the Columbia River Highway in Multnomah County, has been completed by the contractors, Joplin & Eldon, and that final settlement will be made by the State with aid contractors for work done under said contract on or after August 28, 1937.

The State has been advised of a claim of Poole & McGonigle in amount of $669.27 for material furnished in connection with this contract. You are advised that the State assumes no responsibility for this claim or for any claims which may be filed against the contract.

This notice is served upon you as you appear as surety on the bond furnished by the above contractors. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractors in connection with this contract will be $84,388.01, including the final payment.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary.

Dict. by J. McFarland.

RECEIVED
JAN 19
FOR FILING

174-e

August 13, 1937

6b

Mr. G. S. Paxson
Bridge Engineer
O f f i c e

Dear Sir:

The State Highway Commission on August 12 decided to release contractors Joplin and Eldon from the penalty imposed for failure to complete their Eagle Creek Bridge Contract within the time limit specified.

Very truly yours,

HDG:AM

Secretary

cc - Mr. Baldock

FORM 8-E-1 4M 2-37

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

G. S. PAXSON
BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

RECEIVED
AUG 12 1937
FOR FILING

174-e

August 9, 1937

Mr. R. H. Baldock
State Highway Engineer
Office

Dear Sir:

Under date of May 22, 1936, the Highway Commission granted an extension of time up to June 30, 1936, to Joplin & Eldon to complete the work on the Eagle Creek Bridge superstructure and assessed them our engineering expenses during the time extension. This had the approval of the local office of the Bureau of Public Roads. Under date of June 24, 1936, the Bureau of Public Roads wrote advising us that when an extension of time was granted waiving the per diem penalty assessment of engineering cost could not be justified. So far as I know the Commission has never modified their original extension and in order to clean the matter up I would recommend that the extension be modified waiving the assessment of engineering penalty. I am attaching the Bureau's recommendation for an extension without penalty.

Very truly yours,

G. S. Paxson
Bridge Engineer

GSP DK
cc H. B. Glaisyer

M

RECEIVED
SEP 2 1937
FOR FILING

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREGON

IN YOUR REPLY PLEASE REFER TO FILE No. Stencil No. 124
Oregon F.A.P. 174-C
Eagle Creek section
Columbia River Highway

174-C

July 24, 1937

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

RECEIVED
1937
STATE HIGHWAY COMMISSION

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the modified project agreement and certificate for the above numbered project.

Very truly yours,

W. H. LYNCH
District Engineer

By L. Caufield
L. J. Caufield
Highway Engineer

Encls.

Section C, Oregon Federal
Aid Project No. 174.

Ap. 28081

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on February 25, 1936, by the Oregon State Highway Commission, and on April 6, 1936, by the Secretary of Agriculture, as amended by "Modification of Project Agreement" signed on October 1, 1936, by the said State Highway Commission, and on January 23, 1937, by the Secretary of Agriculture, the said parties entered into an agreement for the improvement of that certain road described therein and designated as Section C of Oregon Federal Aid Project No. 174; and

WHEREAS, the said State Highway Commission has requested approval of a revision of the estimate approved for said Section C to provide for increasing the amount of Federal participation in the cost of construction from $60,000.00 to $62,640.43;

NOW, THEREFORE, It is hereby mutually agreed by and between the said Oregon State Highway Commission and the Secretary of Agriculture that the estimate approved for said Section C be revised in the manner above indicated, and that the said project agreement be further amended as follows:

The third "Whereas" paragraph shall read:

> "Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications and estimate and the sum of sixty-two thousand, six hundred forty and 43/100 dollars ($62,640.43) as the share of the United States payable under said act on account of Section C of said project, which does not exceed the authorized Federal pro rata share of the approved

total estimated cost thereof."

Article IV shall read:

> "Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section C of said project shall not in any event exceed the sum of sixty-two thousand, six hundred forty and 43/100 dollars ($62,640.43), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of one hundred fifteen thousand, eight hundred forty-seven and no/100 dollars ($115,847.00), the approved total estimated cost of Section C of said project."

Except as herein specifically modified, the said project agreement shall remain in full force and effect.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for Project No. 112.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, the Oregon State Highway Commission on the seventeenth day of June, 1937, and the Secretary of Agriculture on the *30th* day of *June*, 1937.

OREGON STATE HIGHWAY COMMISSION

By Henry F. Cabell
Chairman, State Highway Commission

By E B Aldrich
Member, State Highway Commission

By
Member, State Highway Commission

SECRETARY OF AGRICULTURE

By L. E. Boykin
Acting Chief, Bureau of Public Roads

Section C, Oregon Federal Aid Project No. 174.

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

The Secretary of the Treasury, and

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as Project No. 174-C, State of Oregon.

Second. That in accordance with said provisions I have approved the sum of $ 115,847.00 in lieu of the $60,000.00 approved by Certificate of January 23, 1937. as the total estimated cost of said project, and the sum of $ 62,640.13 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this 30th day of June one thousand nine hundred and thirty-seven

Secretary of Agriculture,

By L. E. Boykin
Acting Chief, Bureau of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE 8—4520

RECEIVED
JUN 18 1937
FOR FILING
174-2

June 17th, 1937

Mr. S. Murray
Resident Engineer
Union Pacific Co.
Pittock Block
Portland, Oregon

Dear Sir:

In answer to your inquiry of June 10th, regarding the fence at the big cut at Eagle Creek, I am pleased to advise that the contractor is now cleaning up his work on the tunnel, has the stone parapet walls nearly completed and without doubt will be working through the big cut soon.

There is some regrading and surfacing to be placed in the big cut before the guard fence can be constructed, but since this work is about all the contractor has left to do, it without doubt will be started as soon as the rainy spell is over.

Very truly yours,

State Highway Engineer

R

Form 3010
1-36-3,000

UNION PACIFIC RAILROAD COMPANY

OPERATING DEPARTMENT

S. MURRAY,
RESIDENT ENGINEER

PORTLAND, OREGON

June 10,1937

RECEIVED
JU[illegible] 1937
STATE HIGHWAY COMMISSION

Mr.R.H.Baldock,
State Highway Engineer,
Salem, Oregon

Dear Sir:

Kindly refer to yours February 11th in regard to the fence through the big cut at Eagle Creek:

When do you anticipate having this fence completed?

Yours very truly,

S MURRAY
S Murray

REFERRED TO

REFERRED TO
H G Smith
By State Highway Engineer

Plan
[illegible]

SHIP AND TRAVEL BY RAIL

Encl.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREGON

(Stencil #28)

IN YOUR REPLY PLEASE REFER TO FILE No. Oregon FAP No. 174-C,
Eagle Creek Section of
the Columbia Riv.Hwy.

June 14, 1937

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

[illegible] 37
STATE H[illegible] C[illegible]N

Dear Sir:

We are forwarding herewith two copies of proposed modified project agreement for signature and return to this office.

Enclosed is an approved copy of the detail estimate, upon which the modified agreement was based. ~~together with approved copy of specifications~~

Very truly yours,

W. H. LYNCH
District Engineer

By L J Caufield
L. J. Caufield
Highway Engineer

P.S. As this agreement concerns 1936 Federal-aid funds, which would lapse if not under agreement June 30, 1937, please act as quickly as possible on this matter.

Tom

Encl.

174-C

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.________

POST OFFICE BUILDING
PORTLAND, OREGON

June 11, 1937.

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

With reference to your letter of June 8, 1937, transmitting modified project agreement estimate for Oregon FAP 174-C, Eagle Creek Section of the Columbia River Highway, we forwarded it by air mail, showing Federal Aid for roadway as $10,600 and $52,040.43 for bridges, to use up our apparent available balance of $2,640.43,1936 Federal Aid funds.

In submitting the estimate of May 10, 1937 for FAP 141-E, you made a slight increase in Federal Aid requested for the roadway as well as rounding off in general, making a total of $36,600. When you requested in your letter of May 18, 1937 that the additional roadside improvement should come from 1937 funds, we transferred $1,298 leaving $35,302 instead of the original $35,296.60 from 1936 funds. Draft of this agreement was forwarded you June 1 for signature.

The difference of $5.40 from your balance of $2,645.83 leaves $2,640.43, which agrees with our books. The amount given in the letter ofMay 27, 1937 was in error.

Very truly yours,

W H Lynch
W. H. LYNCH
District Engineer

Encl.

RECEIVED
JUN 15 1937
FOR FILING
174-c

June 8, 1937

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Reference is made to your letter of May 27, 1937, and the General Administrative Memorandum No. 11 concerning the unobligated balance of Federal Aid Funds for the fiscal year of 1936.

Your letter of May 27, 1937, gives the unobligated balance as $2,540.41, but we are unable to exactly check this figure.

Your statement of May 31, 1937, showing the status of 1936 Federal Aid Funds gives an unobligated balance of $12,934.43. This statement, however, shows the set-up for Project No. 171-A as $78,328.00, instead of $89,920.00, and for Project No. 141-E $36,600.00, instead of $35,296.60. Taking these corrections into consideration, it appears the unobligated balance is $2,645.83, instead of $2,540.41.

For the purpose of absorbing this balance, we are enclosing herewith six copies of estimate as basis for modified agreement for the Eagle Creek Section, F. A. Project No. 174-C, but due to the uncertainty of the exact amount of unobligated funds, the set-up of funds in the estimate has not been filled in, and it is our suggestion that this be done in your office when the correct amount has been determined.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ME

Encl.

RECEIVED
JUN 15 1937
FOR FILING

174

Oregon State Highway Department   Federal Aid Project No. 174-C

EAGLE CREEK SECTION OF THE

COLUMBIA RIVER HIGHWAY IN MULTNOMAH COUNTY

(Estimate as basis for modified agreement. Based on low bid prices.)

Salem, Oregon, June 7, 1937

Statement of Completed Federal Aid Work will be submitted prior to submission of final voucher.

NEW WORK

Roadway (Sta. 1779+78 to Sta. 1795+00)

All Required		Clearing and Grubbing		$ 1,737.03
250	cu. yds.	Trench Excavation	$ 1.00	250.00
1,500	cu. yds.	Common Excavation	0.50	750.00
2,600	yd. sta.	Overhaul	0.02	52.00
0.29	mile	Finishing Roadbed and Slopes	400.00	116.00
770	lin. ft.	10" Perforated Concrete Pipe	1.00	
120	lin. ft.	18" Concrete Pipe		
190	cu. yds.	Rock Backfill in Drains		
3	only	Concrete Catch		
1,550	lin. ft.	Cable Gua		
4,000	cu. yds.	Rock Subb		
600	cu. yds.	1½" - ¾"		
460	cu. yds.	6" Rock in		
60	cu. yds.	3" Rock in		
1,250	cu. yds.	Filler		
1,250	yd. mi.	Hauling Fil		
190	M-Gal.	Sprinkling		
0.34	mile	Preparation		
600	cu. yds.	Mineral Aggr		
37	tons	Asphalt in P.		
10	tons	Cutback Asph		

Eagle Creek Bridge

16	cu. yds.	Excavation	$ 2.50	$ 40.00
86	cu. yds.	Class "A" Concrete	18.00	1,548.00
520	cu. yds.	Class "B" Concrete	18.00	9,360.00
15	cu. yds.	Mortar Rubble Masonry	25.00	375.00
84,000	lbs.	Metal Reinforcement	0.04	3,360.00
1,102,000	lbs.	Structural Steel	0.066	72,732.00

Subtotal	$ 87,415
10% Engr. & Cont.	8,741
Total	$ 96,156

Length of Roadwork	0.288 mile
" " Bridge	0.088 "
Total Length	0.376 "
Cost per mile, Roadwork	$ 68,371.97

SUMMARY OF FUNDS REQUESTED

Item	Total Cost	Federal Aid Funds	State Funds
Roadwork	$ 19,691		
Structure	96,156		
	$ 115,847		

State Funds for Constr: Chap. 175, Laws 1917; Chap. 31, Laws 1920
State Funds for Maint: Chap. 41, Laws 1927

RECEIVED
JUN 15 1937
FOR FILING

174-

Oregon State Highway Department   Federal Aid Project No. 174-B

EAGLE CREEK SECTION OF THE

COLUMBIA RIVER HIGHWAY IN MULTNOMAH COUNTY

(Estimate as basis for modified agreement. Based on low bid prices.)

Salem, Oregon, June 7, 1937

Statement of Completed Federal Aid Work will be submitted prior to submission of final voucher.

NEW WORK

Roadway (Sta. 1779+78 to Sta. 1795+00)

All Required		Clearing and Grubbing		$ 1,737.03
250	cu. yds.	Trench Excavation	$ 1.00	250.00
1,500	cu. yds.	Common Excavation	0.50	750.00
2,600	yd. sta.	Overhaul	0.02	52.00
0.29	mile	Finishing Roadbed and Slopes	400.00	116.00
770	lin. ft.	10" Perforated Concrete Pipe	1.00	770.00
120	lin. ft.	18" Concrete Pipe	2.30	276.00
190	cu. yds.	Rock Backfill in Drains	1.50	285.00
3	only	Concrete Catch Basins	50.00	150.00
1,550	lin. ft.	Cable Guard Fence	0.90	1,395.00
4,000	cu. yds.	Rock Subbase	0.90	3,600.00
600	cu. yds.	1¼" - ¾" Rock in Base	1.50	900.00
460	cu. yds.	¾" Rock in Base and Shoulders	1.50	690.00
60	cu. yds.	¾" Rock in Footpaths	1.50	90.00
1,250	cu. yds.	Filler	0.50	625.00
1,250	yd. mi.	Hauling Filler	0.20	250.00
190	M-Gal.	Sprinkling	2.00	380.00
0.34	mile	Preparation of Base	500.00	170.00
600	cu. yds.	Mineral Aggregate in Place	5.50	3,300.00
37	tons	Asphalt in Place	45.00	1,665.00
10	tons	Cutback Asphalt in Place	45.00	450.00

Subtotal	$ 17,901
10% Engr. & Cont.	1,790
Total	$ 19,691

#1740

RECEIVED
MAR 23 1937
FOR FILING

174-e

March 22, 1937

United States Fidelity & Guaranty Company,
G. B. Eckles, Agent,
Bedell Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 1740 for the construction of a bridge over Eagle Creek near Bonneville on the Columbia River Highway in Multnomah County, has been completed by the contractor, Tom Lillebo, and that final settlement will be made by the State with said contractor for work done under said contract on or after April 1, 1937.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractor in connection with this contract will be $24,624.45, including the final payment.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary.

Dict. by J. McFarland.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

RECEIVED
174-c

RECEIVED
FEB 9 1937
STATE HIGHWAY COMMISSION

Stencil No. 124

IN YOUR REPLY PLEASE REFER TO FILE No. Oregon FAP 174-C
Bonneville-Eagle Cr.Sec. Columbia Riv.Hwy.

POST OFFICE BUILDING
PORTLAND, OREGON

February 6, 1937

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the modified project agreement and certificate for the above numbered project.

Very truly yours,

W. H. LYNCH
District Engineer

By L J Caufield
L. J. Caufield
Highway Engineer

Encls.

Oregon Federal Aid Project No. 174, Section C Appr. 28081

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on February 25, 1936, by the Oregon State Highway Commission, and on April 6, 1936, by the Secretary of Agriculture, the said parties entered into an agreement for the improvement of that certain road described therein and designated as Section C of Oregon Federal Aid Project No. 174; and

WHEREAS, the said State Highway Commission has requested approval of a revision of the plans, specifications and estimate approved for said Section C to provide for extending the project easterly from survey station 1779+77.85 to survey station 1795+00, thereby increasing the length of the project from 0.088 of a mile to 0.376 of a mile and to provide for placing a bituminous macadam wearing surface between survey stations 1779+77.85 and 1795+00; and by reason thereof has requested that the estimate of cost approved for said Section C be increased from $96,156.50 to $115,847.00, and that the Federal funds approved and set aside to the credit of said Section C be increased from $58,655.46 to $60,000.00;

NOW, THEREFORE, It is hereby mutually agreed by and between the said State Highway Commission and the Secretary of Agriculture that the plans, specifications and estimate approved for said Section C be revised in the manner above indicated, and that the plans, specifications and estimate approved for said Section C be revised in the manner above indicated, and that the said project agreement be amended as follows:

The third "Whereas" paragraph shall read:

> "Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications and estimate and the sum of sixty thousand and 00/100 dollars ($60,000.00) as the share of the United States payable under said act on account of said Section C, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:"

Article II shall read:

> "Article II. This agreement covers the following highway as described in detail in said surveys, plans and specifications:
>
> "Between survey station 1775+12.00 at the northeasterly end of Section D of said project in the SE 1/4, Section 22, T. 2 N., R. 7 E., W.M., and survey station 1795+00.00 in the NE 1/4, Section 22, T. 2 N., R. 7 E., W.M., length 0.376 of a mile, in Multnomah County, being Section C of Oregon Federal Aid project No. 174, consisting of 0.288 of a mile of roadway and one bridge of more than 20 feet clear span, 0.088 of a mile in length."

Article IV shall read:

> "Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of said Section C shall not in any event exceed the sum of sixty thousand and 00/100 dollars ($60,000.00) certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of one hundred fifteen thousand, eight hundred forty-seven and 00/100 dollars ($115,847.00)

the approved total estimated cost of said Section C."

Except as herein specifically modified, the said project agreement shall remain in full force and effect.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for Project No. 112.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, the Oregon State Highway Commission on the 1st day of October, 1936, and the Secretary of Agriculture on the 23 day of January, 1937.

OREGON STATE HIGHWAY COMMISSION

By Henry F. Cabell
Chairman, State Highway Commission

By E B Aldrich
Member, State Highway Commission

By F L Tou Velle
Member, State Highway Commission

SECRETARY OF AGRICULTURE

By H S Fairbank
Acting Chief, Bureau of Public Roads

Oregon Federal Aid Project No. 174, Section C

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

The Secretary of the Treasury, and

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as Project No. 174-C, State of Oregon

Second. That in accordance with said provisions I have approved the sum of $115,647.00 in lieu of $58,655.46 approved by certificate dated April 6, 1936, as the total estimated cost of said project, and the sum of $60,000.00 / as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this 23 day of January one thousand nine hundred and thirty-seven

Secretary of Agriculture,

By [illegible]
Acting Chief, Bureau of Public Roads.

U.S. GOVERNMENT PRINTING OFFICE [illegible]

RECEIVED
FEB 11 1937
FOR FILING

174-C

February 8, 1937

Mr. R. H. Baldock:

I am attaching hereto five copies of an agreement between Tom Lillebo, contractor on our contract No. 1740 for the piers of the Eagle Creek Bridge near Bonneville.

This agreement represents an adjustment covering the pro rata of fixed expenses chargeable to a decrease in the amount of excavation called for under the original contract and an adjustment covering certain yardage of excavation made outside the limits of the structural excavation.

I would recommend that the Commission complete this agreement.

G. S. Paxson

GSP LD
Attached

cc H. B. Glaisyer ✓

#1768

RECEIVED
FEB 6 1937
FOR FILING

174-e

February 4, 1937

Honorable Earl Snell
Secretary of State
BUILDING

Dear Sir:

This acknowledges receipt of your letter of February 3, 1937, with attached copies of notice of claim which has been filed by Poole & McGonigle against the bond taken from Joplin and Eldon in connection with State Highway Commission Contract No. 1768 which was awarded to Joplin and Eldon for the construction of a bridge over Eagle Creek on the Columbia River Highway near Bonneville in Multnomah County.

In accordance with our usual practice we are today sending copies of this notice to the contractor and the surety.

Very truly yours,

H. B. Glaisyer
Secretary

AM

February 4, 1937

General Casualty Company
Brisbine and Mansfield, Agents
Lewis Building
Portland, Oregon

Gentlemen:

The State Highway Commission has today received a notice from the Secretary of State advising of a claim of Pool & McGonigle against Joplin & Eldon in the amount of $669.27 representing the balance due for materials furnished in connection with the construction of the Eagle Creek Bridge on the Upper Columbia River Highway in Multnomah County, State Highway Commission Contract No. 1768.

A copy of this claim is inclosed for your information. This is being sent to you inasmuch as you appear as surety on the bond furnished by Joplin and Eldon in connection with this job.

Very truly yours,

H. B. Glaisyer
Secretary

AM

encl.

cc - Joplin & Eldon
P.O. Box 5686, Kenton Station
Portland, Oregon

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

RECEIVED
FEB 4 1937
OREGON
STATE HIGHWAY COMMISSION

February 3, 1937

Oregon Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

There are enclosed for your information and files, three copies of a notice of claim by Poole & McGonigle, Inc. for $669.27 against the bond taken from Joplin & Eldon, principals, and General Casualty Company of America, surety, for work on the Eagle Creek Bridge on the upper Columbia River Highway which was received from E. L. McDougal, Attorney, Portland, Oregon, and filed today.

Please acknowledge receipt of the copies.

Yours very truly,

Earl Snell
Secretary of State

S:FM
encs. 3

COPY

TO THE STATE OF OREGON AND OREGON STATE HIGHWAY COMMISSION.

Notice hereby is given that the undersigned Poole & McGonigle, Inc. has a claim for $669.27, balance due for materials furnished Joplin & Eldon, contractors of the State of Oregon and the Oregon State Highway Commission for the construction of the Eagle Creek Bridge on the upper Columbia River Highway in the State of Oregon, all in accordance with an itemized statement attached hereto, said sum of $669.27 being a claim against the bond taken from the General Casualty Company of America as surety and Joplin & Eldon as principals for the work of constructing a bridge and furnishing the materials for the same in connection with said Highway Bridge abovementioned.

Dated at Portland, Oregon, this 2nd day of February, 1937.

POOLE & MC GONIGLE, INC.

By E. L. McDougal
E. L. MC DOUGAL, Vice Pres.

(SEAL)

STATEMENT OF ACCOUNT
FOR

EAGLE CREEK BRIDGE. UPPER COLUMBIA HIGHWAY. ORDER F3801.
CONTRACTOR JOPLIN & ELDON.

INVOICED:

Jan. 18/36	Bolts	$8.81	
25	STruc. Steel	$12586.05	
27	Bolts	8.81	
30	Struc. Steel	7111.58	
31	Struc. Steel	3950.33	
31	Bolts	4.29	
Feb. 8	Struc. Steel	5593.05	
8	Bolts	10.04	
Mar.10	Struc. Steel	4476.60	
10	Struc. Steel	11502.68	
20	Handrail Stl.	2714.40	
Apr. 4	Rivets	9.00	
11	do	78.75	
16	do	5.85	
17	do	33.75	
20	do	29.25	
Jun. 23	Plates	2.84	
6	Channels	16.00	
		$48142.08	$48142.08

RECEIPTS:

Paid Feb. 24/36	$1620.00	
Mar. 11	24075.54	
May 1	16057.17	
July 11	3502.36	
Dec. 14	2217.74	
	$47472.81.	$47472.81
BALANCE DUE.		$669.27

Endorsed: File No. 2638
Filed February 3, 1937
EARL SNELL,
Secretary of State

February 3, 1937

General Casualty Company of America
Brisbine and Mansfield, Agents
Lewis Bldg.
Portland, Oregon

Gentlemen:

The State Highway Commission has today received E. L. McDougal, Attorney, Portland, Oregon, a notice of claim of Poole & McGonigle, Inc., against Joplin and Eldon in the amount of $669.27, the balance due for materials furnished in connection with the construction of the Eagle Creek Bridge on the Upper Columbia River Highway in Multnomah County, State Highway Commission contract No. 1768.

A copy of this claim is inclosed for your information. This is being sent to you inasmuch as you appear as surety on the bond furnished by Joplin and Eldon in connection with this job.

Very truly yours,

H. B. Glaisyer
Secretary

HBG:AM

encl.

cc - Joplin & Eldon
P.O.Box 5686, Kenton Station
Portland, Oregon

LAW OFFICES OF
E. L. McDOUGAL
1401-1437 AMERICAN BANK BUILDING
PORTLAND, OREGON

E. L. McDOUGAL
RANDALL S. JONES
LAWRENCE LISTER

February 1, 1937

RECEIVED
FEB 3 1937
OREGON
STATE HIGHWAY COMMISSION

Oregon State Highway Commission
Salem, Oregon

ATTENTION: Mr. [illegible]

Gentlemen:

Re: File [illegible]

Enclosed please find notice of claim of Poole & McGonigle, Inc. against Joplin and [illegible] and their surety, the General Casualty Co. of America, all in accordance with Section 67-1101, Oregon Code, and amendments thereto.

Please furnish us with the necessary copies of contract and bond.

Yours very truly,

E. L. McDougal

E. L. McDOUGAL

[illegible]
Encl.

ANSWERED
B C

TO THE STATE OF OREGON AND OREGON STATE HIGHWAY COMMISSION.

Notice hereby is given that the undersigned Poole & McGonigle, Inc. has a claim for $669.27, balance due for material furnished Joplin & Eldon, contractors of the State of Oregon and the Oregon State Highway Commission for the construction of the Eagle Creek Bridge on the upper Columbia River Highway in the State of Oregon, all in accordance with an itemized statement attached hereto, said sum of $669.27 being a claim against the bond given from the General Casualty Company of America as surety, and Joplin & Eldon as principals for the work of constructing a bridge and furnishing the materials for the same in connection with said highway bridge above mentioned.

Dated at Portland, Oregon, this [illegible] day of February, 1[illegible].

POOLE & McGONIGLE, INC.

By E. J. McGonigle

[illegible] Vice Pres.

STATEMENT OF ACCOUNT
FOR

CREEK BRIDGE. UPPER COLUMBIA HIGHWAY. ORDER F3801.

CONTRACTOR JOPLIN & ELDON.

INVOICED:

Jan.18/36	Bolts	$8.81	
25	Struc.Steel	$12586.05	
27	Bolts	8.81	
30	Struc.Steel	7111.58	
31	Struc.Steel	3950.33	
31	Bolts	4.29	
Feb. 8	Struc.Steel	5593.05	
8	Bolts	10.04	
Mar.10	Struc.Steel	4476.60	
10	Struc.Steel	11502.68	
20	Handrail Stl.	2714.40	
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6	Channels	16.00	
		$48142.08	$48142.08

RECEIPTS:

Paid	Feb.24/36	$ 1620.00	
	Mar. 11	24075.54	
	May 1	16057.17	
	July 11	3502.36	
	Dec. 14	2217.74	
		$47472.81. ...	......$47472.81
		BALANCE DUE............	$669.27

RECEIVED
FEB 1 1937
FOR FILING
174-C

January 30, 1937

Mr. E. L. McDougal
1401-1437 American Bank Building
Portland, Oregon

Your File No. 24385

Dear Sir:

Reply is made to your letter of January 28 requesting certain information concerning the contract awarded by the State Highway Commission to Joplin and Eldon for the construction of the Eagle Creek Bridge on the Upper Columbia River Highway.

This contract is State Highway Commission Contract No. 1768. The bond furnished by the contractor in connection therewith was written by the General Casualty Company of America for whom Brisbine and Mansfield are agents with offices in the Lewis Building, Portland. My records disclose that this contract was completed on June 30, 1936, and was formally accepted by the State Highway Commission on August 4, 1936. Final payment for the work has not yet been made.

Very truly yours,

H. B. Glaisyer
Secretary

HBG:AM

#17

Cont. #1768 - Bridge over Eagle Creek near Bonneville.

B. G.

Bond furnished by General Casualty Co. of America, Brisbine & Mansfield, Agents, 337 S. W. Oak, Portland.

Contract was completed June 30, 1936, Accepted Aug, 4, 1936.

Final payment had not been made.

J. McFarland.

RECEIVED
JAN 29 1937
OREGON
STATE HIGHWAY COMMISSION

5

I am writing you as the attorney for Poole & McGonigle, Inc., who furnished the structural steel and materials to the contractor, Joplin & Eldon, who were engaged in the building for you of the Eagle Creek Bridge on the upper Columbia River Highway.

We desire to file a claim with your Commission as a result of the above work and would thank you to advise us the name of the surety company guarantying the performance of the contract on the part of Joplin & Eldon.

Will you also advise us if and when this contract was accepted by your Board.

Very truly yours,

E. L. MC DOUGAL

3:H

ANSWERED
H. B. G.

#1765

LAW OFFICES OF
E. L. McDOUGAL
1401-1437 AMERICAN BANK BUILDING
PORTLAND, OREGON

E. L. McDOUGAL
RANDALL S. JONES
LAWRENCE LISTER

RECEIVED
JAN 29 1937
OREGON
STATE HIGHWAY COMMISSION

January 28, 1937

Oregon State Highway Commission
Salem, Oregon

Gentlemen: File #24385

I am writing you as the attorney for Poole & McGonigle, Inc., who furnished the structural steel and materials to the contractor, Joplin & Eldon, who were engaged in the building for you of the Eagle Creek Bridge on the upper Columbia River Highway.

We desire to file a claim with your Commission as a result of the above work and would thank you to advise us the name of the surety company guarantying the performance of the contract on the part of Joplin & Eldon.

Will you also advise us if and when this contract was accepted by your Board.

Very truly yours,

E. L. MC DOUGAL

S:H

REFE[illegible]

[illegible] the date

[illegible]

ANSWERED
H. B. G.

RECEIVED
NOV 13 1936
FOR FILING

174-e

November 12, 1936

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Reference is made to your letter of November 11, 1936, concerning the Eagle Creek Section, Project No. NRH 174-C.

The item of "Ballast", which appears in the final estimate, was material used in surfacing the approach road to the U. S. Forest Service property.

The condition was overlooked, when the final voucher was submitted, that an overrun occurred for the roadway item and an underrun for the bridge. Accordingly, we wish to request that the excess funds set up in the agreement estimate for the bridge be utilized in the additional cost of the roadwork.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ME

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

NOV 12 1936

IN YOUR REPLY PLEASE
REFER TO FILE No.________

POST OFFICE BUILDING
PORTLAND, OREGON

November 11, 1936.

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Will you please send us three copies of customary request for transfer of funds from the bridge section to the roadway section to correspond with the claim on the voucher for Oregon USPW project NRH 174-C, Eagle Creek Section of the Columbia River Highway.

Inasmuch as the NRH project contemplated grading work we should also have an explanation of the item of ballast for which payment is claimed in the voucher.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1
POST OFFICE BUILDING
PORTLAND, OREGON

RECEIVED
SEP 18 1936
OREGON
STATE HIGHWAY CO

Stencil No. 124

IN YOUR REPLY PLEASE REFER TO FILE No. Oregon NHH 174-C

September 17, 1936

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the __________ project agreement and certificate for the above numbered project.

Very truly yours,

W. H. LYNCH
District Engineer

By L J Caufield
L. J. Caufield
Highway Engineer

Encls.

Jon

Hxpr 28081

Form P. R. 2

State Oregon

U.S.Pub.Wks. Hwy. Project No. NRH 174, Sec. C.

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

UNITED STATES DEPARTMENT OF AGRICULTURE

WASHINGTON
GOVERNMENT PRINTING OFFICE
1933

8—5518

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 27th day of July, 1936 by and between the Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto, particularly the National Industrial Recovery Act (Public No. 67, 73rd Cong.), approved June 16, 1933:

Whereas the Highway Department of said State submitted on the 20th day of October, 1933, a project statement, which was approved by the Secretary on the 10th day of December, 1933, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for Section G of said project which were recommended for approval by the United States District Engineer on the 17th day of April, 1935; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of ninety one thousand, seven hundred sixty five and no/100 dollars ($91,765.00) as the share of the United States payable under said act on account of Section G of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State under provisions of the National Industrial Recovery Act, (Include date and citation of act of legislature by which authorized) and $47,000 to be provided by the State in accordance with the agreement dated June 20, 1936 between the War Department and the State Highway Department.

(*b*) From other sources

(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 1775+12.0 near the center of Section 22, T. 2 N., R. 7 E., W. M., and survey station 1800+00 in the NE 1/4 of said section 22, T. 2 N., R. 7 E., W. M., including piers only of bridge over Eagle Creek,

, length 0.478 of a mile, in Multnomah County, being Section C of Oregon U.S.Pub.Wks.Hwy. project No. WPH 174-C, consisting of 0.390 of a mile of roadway and 1 bridges, each of more than 20 feet clear span, 0.088 of a mile in length, known locally as the Eagle Creek section of the Columbia River Highway, between official control points Portland and The Dalles.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

Article IV. The United States pro rata share of the value of the labor and materials which shall ~~be~~ actually put into the construction of Section 6 of said project shall not in any event exceed the sum of ninety one thousand, seven hundred sixty five and no/100 dollars ($91,765.00), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of one hundred thirty eight thousand, seven hundred sixty five and no/100 dollars ($138,765.00), the approved total estimated cost of Section 6 of said project.

PAYMENTS

Article V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to the State Treasurer

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon

(Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

~~In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.~~

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

Article VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit:

(Include reference to statute authorizing funds and probable amount annually available)

Chap. 41, Laws of 1927.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the 3rd day of September, 1936

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Henry F. Cabell

Chairman, State Highway Commission
(Title of officer)

By E B Aldrich

Member, State Highway Commission
(Title of officer)

By F L Tou Velle

Member, State Highway Commission
(Title of officer)

By

(Title of officer)

By

(Title of officer)

Secretary of Agriculture,

By

Acting Chief, Bureau of Public Roads.

8—3513

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

The Secretary of the Treasury, and

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as U.S.Pub.Wks.Hwy. Project No. [illegible] 174-C State of Oregon

Second. That in accordance with said provisions I have approved the sum of $138,765.00 as the total estimated cost of said project, and the sum of $91,765.00 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this 3rd day of September one thousand nine hundred and thirty six

Secretary of Agriculture,

By
Acting Chief, Bureau of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE: 1934

174-C

September 14, 1936

Brisbine & Mansfield,
Lewis Building,
Portland, Oregon.

Attention: Mr. F. E. Brisbine.

Dear Sirs:

Reference is made to your letter of September 12th concerning the Joplin & Eldon Contract No. 1768 - for the construction of the Eagle Creek Bridge in Multnomah County.

You are advised that this contract was completed June 30, 1936 and was accepted August 4, 1936. Final payment has not yet been made. The total amount paid to date is $76,983.87 and the retained percentage is $8,556.13.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary.

Dict. by J. McFarland.

FLOYD E. BRISBINE
SELLWOOD [illegible]

#1768

CHAS. A. MANSFIELD
TAbor 4300

Mult. Co

BRISBINE & MANSFIELD
SURETY BONDS — GENERAL INSURANCE
GROUND FLOOR LEWIS BLDG., 337 S. W. OAK ST.
PORTLAND, OREGON
ATWATER 2666

RECEIVED
SEP 11 1936

September 12, 1936

H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Glaisyer:

In Re: JOPLIN & ELDON, Contractors
Contract to complete piers
for Eagle Creek Bridge, Columbia
River Highway near Bonneville
in Multnomah County
Contract #1768

We executed bond for Joplin & Eldon covering the above contract on October 9, 1935. We understand the work has been completed and we will appreciate it if you will let us know the total amount earned by the contractors in connection with this work.

This information is required in order that we may make the proper premium adjustment.

Yours very truly

BRISBINE & MANSFIELD

By F E Brisbine

7-

10-

FEB:N

E $83,540.00
[illegible] $6,556.13
[illegible] - $76,983.87

REFERRED TO
BY SECRETARY

174-C

Sept, 11, 1936

H. B. G.

When you see Mr. Cabell would you please tell him that the payment of $42,590.21 which is being made to the Disbursing Officer, U. S. Engineer's Office which is in connection with the Eagle Creek Section, will be reimbursed from Federal Aid Funds. This payment is really what was known as the old Eagle Creek Project. He wanted to know from what fund the payment was being made.

McFarland.

did 9/15/36

FORM 2-K-1 1500 7-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

J. M. DEVERS
ATTORNEY

OREGON STATE HIGHWAY COMMISSION
SALEM

X

174-C

September 8, 1936

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock,
Office.

Dear Sir:

You will recall that the State's executed copy of the agreement with the Government covering the subject of highway, railroad and dam construction at Eagle Creek was recalled by the Government for the purpose of sending the same to Washington for official approval.

The executed copy of the agreement has now been returned to this office and I have deposited the same with Mr. Glaisyer for the permanent files.

Yours very truly,

JMD
J. M. DEVERS

JMD:PW

cc S. H. Probert

[illegible] 27 1936

174-e

September 4, 1936

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Bldg.
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement for the Eagle Creek Section, F. A. Project No. 174-C.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dist. by J. W. Nash/RR

Encl.

Oregon State Highway Department Federal Aid Project No. 174-C

EAGLE CREEK SECTION OF THE

COLUMBIA RIVER HIGHWAY IN MULTNOMAH COUNTY

(Estimate as basis for modified agreement. Based on low bid prices.)

Salem, Oregon, August 24, 1936

Statement of Completed Federal Aid Work will be submitted prior to submission of final voucher.

NEW WORK

Roadway (Sta. 1779+78 to Sta. 17[illegible]+00)

All Required		Clearing and Grubbing		$ 1,737.65
250	cu. yds.	Trench Excavation	$ 1.00	250.00
1,500	cu. yds.	Common Excavation	0.50	750.00
2,600	yd. sta.	Overhaul	0.02	52.00
0.29	mile	Finishing Roadbed and Slopes	400.00	116.00
770	lin. ft.	10" Perforated Concrete Pipe	1.00	770.00
120	lin. ft.	18" Concrete Pipe	2.30	276.00
190	cu. yds.	Rock Backfill in Drains	1.50	285.00
3	only	Concrete Catch Basins	50.00	150.00
1,550	lin. ft.	Cable Guard Fence	0.90	1,395.00
4,000	cu. yds.	Rock Subbase	0.90	3,600.00
600	cu. yds.	1½" - ¾" Rock in Base	1.50	900.00
460	cu. yds.	¾" Rock in Base and Shoulders	1.50	690.00
60	cu. yds.	½" Rock in Footpaths	1.50	90.00
1,250	cu. yds.	Filler	0.50	625.00
1,250	yd. mi.	Hauling Filler	0.20	250.00
190	M-Gal.	Sprinkling	2.00	380.00
0.34	mile	Preparation of Base	500.00	170.00
600	cu. yds.	Mineral Aggregate in Place	5.50	3,300.00
37	ton	Asphalt in Place	45.00	1,665.00
10	ton	Cutback Asphalt in Place	45.00	450.00
			Subtotal	$ 17,901.03
			10% Engr. & Cont.	1,790.10
			Total	$ 19,691.13

Eagle Creek Bridge

16	cu. yds.	Excavation	$ 2.50	$ 40.00
86	cu. yds.	Class "A" Concrete	18.00	1,548.00
520	cu. yds.	Class "B" Concrete	18.00	9,360.00
15	cu. yds.	Mortar Rubble Masonry	25.00	375.00
84,000	lbs.	Metal Reinforcement	0.04	3,360.00
1,102,000	lbs.	Structural Steel	0.066	72,732.00
		Subtotal		$ 87,415.00
		10% Engr. & Cont.		8,741.50
		Total		$ 96,156.50

Length of Roadwork	0.288	mile
" " Bridge	0.088	"
Total Length	0.376	"
Cost per mile, Roadwork	$ 68,371.97	

SUMMARY OF FUNDS REQUESTED

Item	Total Cost	Federal Aid Funds	State Funds
Roadwork	$ 19,691.13	$ 10,198.46	$ 9,492.67
Structure	96,156.50	49,801.54	46,354.96
	$115,847.63	$ 60,000.00	$ 55,847.63

State Funds for Constr: Chap. 175, Laws 1917; Chap. 31, Laws 1920
State Funds for Maint: Chap. 41, Laws 1927

174-C

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO.

POST OFFICE BUILDING
PORTLAND, OREGON

August 14, 1936

RECEIVED
FOR FILING

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

With reference to your letter of August 13, 1936, regarding the agreement between the State and the War Department for the Eagle Creek Section of the Columbia River Highway, NRH 174-C, we have already forwarded copies sent with your letter of August 4, 1936, and only desire the date of approval of the Chief of Engineers to complete the record. New copies appear unnecessary.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

174-C

×

August 13, 1936

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Reference is made to your letter of August 8, 1936, in which inquiry is made concerning the agreement between the War Department and the State for the Eagle Creek Section, Project No. NRH 174-C.

Since the copies submitted to your office do not show the approval of the Chief of Engineers, U. S. Army, please return them to this department and other copies containing his approval will be furnished.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ME

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREGON

August 8, 1936

[illegible] 10 1936

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Copies of the agreement between the War Department and the State for construction to be carried on under Oregon U.S.Public Works project Oregon NRH 174-C, Eagle Creek section of the Columbia River Highway, do not show the approval by the Chief of Engineers, U.S.Army, required under Article 7 on page 10.

Will you please inform us on this point.

Very truly yours,

W. H. LYNCH
District Engineer

By F. E. Andrews
F. E. Andrews
Sr. Highway Engineer

[illegible] 10M 4-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

UNITED STATES DEPARTMENT OF AGRICULTURE

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

X

124-C

OREGON STATE HIGHWAY COMMISSION

SALEM

August 8, 1936.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. E. A. Collier,
Division Engineer,
Portland, Ore.

Dear Sir:

Our contract with the O. W. R. & N. requires the construction of a fence between the highway and the railroad through the big cut east of Eagle Creek.

Will you kindly give this some study to see if the standard guard fence should be installed or whether some fence of special construction should be used.

It occurs to me that if we fence exactly on our right of way line it will occupy the ditch between the roadbeds and not be sufficiently high to serve its purpose. This fence will probably be constructed by State Forces.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

H. G. SMITH
H

CC to
R.H. Baldock

NOTED
State Highway Engineer

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREGON

174-2

July 24, 1936.

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

On July 26, 1935, we forwarded you two copies of proposed project agreement for Oregon USPW project NRH 174-C, requesting that you insert the date of execution of the agreement between the Highway Department and War Department in Article I, and have the project agreement signed by the Highway Commission.

Since we have not yet received the signed copies of the proposed project agreement, it occurs to us that they may have been placed in your files and overlooked. Will you please advise us of the present status of this agreement.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

174-C

#1768

July 21, 1936

Mr. H. B. Glaisyer

Office

Contract #1768 with Joplin & Eldon for the construction of the superstructure of the Eagle Creek Bridge in Multnomah County, (Bridge #2063), was completed June 30, 1936.

Acceptance of this project and permission to pay the final estimate is hereby requested.

W. A. Reeves

DGD:MM

APPROVED BY HIGHWAY COMMISSION
DATE August 4, 1936
H. B. Glaisyer
Secretary

174-e

June 11, 1936

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Reference is made to the request contained in your letter of May 18, 1936, concerning copies of bond furnished by the contractors, Orino, Birkemeier and Saremal, in connection with their contract with the United States Government for the construction of the Eagle Creek Section, Project No. NRH 174-C.

We are, accordingly, enclosing herewith three copies of the bond and also three copies of a supplemental agreement modifying paragraph 6 of the contract and agreement.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREGON

IN YOUR REPLY PLEASE
REFER TO FILE No.

RECEIVED
MAY 19 1936
STATE

May 18, 1936.

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Reference is made to copies of contract for Oregon USPW project NRH 174-C and to our letter of July 16, 1935, concerning same.

This contract was executed by Major C. F. Williams of Corps of Engineers, Contracting Officer, with Orino, Birkmeier & Saramel. We need three copies of the bond, one certified, to accompany copies of the contract, and would appreciate receipt of same at a very early date so that the proper documents can be forwarded to our Regional and Washington offices.

Very truly yours,

W H Lynch

W. H. Lynch,
District Engineer.

FORM [illegible]

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

J. M. DEVERS
ATTORNEY

OREGON STATE HIGHWAY COMMISSION
SALEM

RECEIVED [illegible] FOR FILING

174-C

May 28, 1936

Major A. E. McKennett, Head Engineer,
Corps of Engineers, United States Army,
Pittock Block,
Portland, Oregon.

Dear Sir:

The United States Bureau of Public Roads has requested that we furnish the Bureau with copies of the performance bond and any other labor or liability bond furnished to the Government by the contractor having the contract for construction work at Eagle Creek.

I believe the contract which the Bureau has in mind is the one which involves the Gudhart property and covers not only railroad construction but highway construction. The request is that we supply the Bureau with four copies of the bond, one of which is to be certified.

Will you please furnish me with the copies so that I may comply with the Bureau's request?

Yours very truly,

J. M. DEVERS

JMD:PW

cc H. G. Smith
R. H. Baldock
Jack Nash

174-C

RECEIVED
OCT
FOR FILING

May 21, 1936

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence in award of contract, as of this date, for Oregon Federal Aid Projects Nos. 174-C, the Eagle Creek section, and 174-D, the Bonneville-Eagle Creek section of the Columbia River Highway, to Crino, Birkemeier & Sorensel, Bonneville, Oregon, who submitted the low bid.

Very truly yours,

W. E. LYNCH
District Engineer

FORM S-K-1 1500 5-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

J. M. DEVERS
ATTORNEY

174-2

OREGON STATE HIGHWAY COMMISSION
SALEM

June 8, 1936

Mr. Don E. Meldrum,
Senior Land Appraiser,
War Department,
Pittock Block,
Portland, Oregon.

[illegible]
State Highway Engineer

Dear Sir:

I acknowledge receipt of your letter of the fifth also duplicate copies of invoice showing financial setup with respect to highway construction in the vicinity of Eagle Creek. Triplicate copies of the proposed agreement on the same subject and copies of flowage easement and also deed for right of way. This entire subject will be brought to the attention of the Highway Commission for consideration at its next meeting.

I am wondering how you arrived at the compensation for flowage rights. The Highway Commission will ask me to explain that item.

There is one other feature of the agreement a little more serious and that is the one that calls for the Commission to deed to the Government the entire right of way which will be occupied by railroad and highway and retain only an easement for highway purposes.

I am of the opinion that the Commission will prefer to retain title to the area which will be occupied for highway purposes.

Yours very truly,

J. M. DEVERS

JMD:PW

cc R. H. Baldock

WAR DEPARTMENT
Office of The District
Engineer

Portland, Ore.

June 5, 1936

Mr. J. M. Devers, Attorney
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

With reference to your letter of May 18, 1936, there are enclosed herewith for approval and execution by the Oregon State Highway Commission, draft of agreement provided for in joint letter of June 4, 1934, unexecuted deed and flowage easement referring to portions of the Gudhart property at Eagle Creek.

In accordance with Section 44-118 of the Oregon Code an appropriate resolution should be attached to the deed and flowage easement, at the time of execution by the Commission.

As soon as these documents are returned to this office the agreement will be executed by Colonel Williams, who at present is absent in the East.

I am enclosing an invoice in duplicate showing a net balance of $42,590.21 in favor of the United States. Inasmuch as funds should have been advanced by the State from time to time as the construction work progressed, payment of this account at an early date will be much appreciated. Please have warrant drawn to Disbursing Officer, U. S. Engineer's Office, Second Portland District, Portland, Oregon.

For and in the absence of the District Engineer:

Very truly yours,

(sgd.) Don E. Meldrum,
Senior Land Appraiser

Enclosures:
- Draft of agreement; (in triplicate)
- Deed and Flowage Easement;
- Invoice, in duplicate.

[illegible]
THE DISTRICT ENGINEER
[illegible]
[illegible]

[illegible]
WAR DEPARTMENT
OFFICE OF THE DISTRICT ENGINEER
PORTLAND, OREGON

SECOND PORTLAND DISTRICT
627 PITTOCK BLOCK

RECEIVED
JUN [illegible]
STATE [illegible]

June 4, 1935

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

I have received authority from the Chief of Engineers to enter into an agreement with the Commission for the joint cut east of Eagle Creek, substantially in accordance with the draft of agreement which we submitted to your Chief Engineer for consideration on May 8th. Paragraph 2 D of the agreement obliging the Commission to protect the Government from any liability for injury to persons or property occurring during the progress of this work will be eliminated.

The agreement was drafted for execution at such time as the State obtains title to the Gudhart property. It is of course obvious that it is to the interest of both the Government and the State that the State acquire title to this property at the earliest possible moment.

Upon the signing of the inclosed copy of this letter by the members of the Commission at the places provided below, the following understanding will be confirmed between the Government and the State: The Commission and I, immediately after the State acquires title to the Gudhart property, will execute an agreement substantially the same in form and substance as the draft above mentioned (eliminating therefrom, however, paragraph 2 D). The amount to be paid by the United States to the State for the title to the parcel described in paragraph 2 E and for flowage over that described in paragraph 2 F shall equal one-third of the settlement or award in the Gudhart case with a maximum payment by the United States of $30,000.00.

Will you please return the signed carbon copy of this letter at your earliest convenience.

Yours very truly,
C. F. Williams
C. F. Williams,
Major, Corps of Engineers,
District Engineer.

Inc. (CC this Letter)
CC Mr. Devers, Atty. for
Commission.

The above mentioned understanding is hereby confirmed.

THE STATE OF OREGON, by and through
its Highway Commission,

By Henry F. Cabell
Chairman.

By
Commissioner.

By

FORM 9-K-1 1500 9-36
Commissioners
HENRY F. CABELL, Chairman, Portland
E. B. ALDRICH, Pendleton
F. L. TOU VELLE, Jacksonville

H. B. GLAISYER, Secretary

R. H. BALDOCK
State Highway Engineer

J. M. DEVERS
Attorney

OREGON STATE HIGHWAY COMMISSION
SALEM

124-C

May 26, 1936

Major A. E. McKennett, Head Engineer,
Corps of Engineers, United States Army,
Pittock Block,
Portland, Oregon.

NOTED
State Highway Engineer

Dear Sir:

The United States Bureau of Public Roads has requested that we furnish the Bureau with copies of the performance bond and any other labor or liability bond furnished to the Government by the contractor having the contract for construction work at Eagle Creek.

I believe the contract which the Bureau has in mind is the one which involves the Gudhart property and covers not only railroad construction but highway construction. The request is that we supply the Bureau with four copies of the bond, one of which is to be certified.

Will you please furnish me with the copies so that I may comply with the Bureau's request?

Yours very truly,

J. M. DEVERS

JMD:PW

cc H. G. Smith
R. H. Baldock
Jack Nash

FORM S-A-1 3M 2-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

174-C

May 23rd, 1936

IN REPLY PLEASE
REFER TO FILE NO.

Mr. K. D. Lytle
Division Engineer
State Highway Dept.
Bend, Oregon

Dear Sir:

NOTED
State Highway Engineer

One of the first things which should be done on the Eagle Creek Section is to install a culvert and correct the drainage at the west end of the Eagle Creek cut so that the water between the highway grade and the railroad will effectively drain.

This condition must have been a considerable nuisance to the railroad contractors this winter and should be corrected as soon as possible so that the railroad will not have to enter a form of complaint.

Very truly yours,

R. H. BALDOCK
STATE HIGHWAY ENGINEER

By

H. G. Smith
Construction Engineer

HGS:AR

cc to: R. H. Baldock √

174-C

May 19, 1936

Lieut.-Col., C. F. Williams
Dist. Engr., Corps of Engineers
627 Pittock Block
Portland, Oregon

Dear Sir:

We refer to your letter of March 9th, in which are listed your computations of the construction quantities chargeable to the State Highway Commission in connection with the excavating of the joint highway and railway cut near Eagle Creek.

Although we have not been able to check these quantities exactly, we have satisfied ourselves that they are at least essentially correct and we are willing to have them used as a basis for settlement. Please, therefore, proceed with the preparation of your billing against the State and we will arrange to have the same vouchered as soon as received.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:ER

ADDRESS REPLY TO
THE DISTRICT ENGINEER
SECOND PORTLAND DISTRICT
[illegible] PITTOCK BLOCK

REFER TO FILE NO.................

Form No. 1
WAR DEPARTMENT
OFFICE OF THE DISTRICT ENGINEER
SECOND PORTLAND DISTRICT
PORTLAND, OREGON

MAY 8 1936
OREGON
COMMISSION

May 7, 1936.

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Reference is made to my letter of March 9, 1936, on subject of work done by the Government in the vicinity of Eagle Creek, under tentative agreement approved by the Highway Commission by letter of June 4, 1935.

Your reply of March 11th stated the matter had been referred to Mr. H. G. Smith, but as yet no further communication has been received.

It is desired to close this matter as soon as possible, as the contractor who performed this work is now being finaled.

Will you kindly expedite your check of the work and give me a reply at an early date.

Very truly yours,

C F Williams

C. F. Williams,
Lieut. Colonel, Corps of Engineers,
District Engineer.

RECEIVED

REFERRED TO
H G Smith
By State Highway Engineer

174-C

CC CC x

May 2, 1936

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate to accompany plans and specifications for the Eagle Creek Section, F. A. Project No. 174-C.

Five bid proposals and five sets of blueprint plans are being sent under separate cover.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ER

Encl.

Oregon State Highway Department Federal Aid Project No. 174-C

EAGLE CREEK SECTION OF THE
COLUMBIA RIVER HIGHWAY IN MULTNOMAH COUNTY

(Estimate to accompany plans and specifications. Not as basis for modified agreement.)

Salem, Oregon, May 2, 1936

Statement of Completed Federal Aid Work will be submitted prior to submission of final voucher.

NEW WORK

Roadway (Sta. 1779+78 to Sta. 1795+00) (Estimated Prices)

All Required		Clearing and Grubbing		$ 500.00
250	cu. yds.	Trench Excavation	$ 1.20	300.00
1,500	cu. yds.	Common Excavation	0.50	750.00
2,600	yd. sta.	Overhaul	0.02	52.00
0.29	mile	Finishing Roadbed and Slopes	700.00	203.00
770	lin. ft.	10" Perforated Concrete Pipe	1.30	1,001.00
120	lin. ft.	18" Concrete Pipe	2.50	300.00
190	cu. yds.	Rock Backfill in Drains	2.00	380.00
3	only	Concrete Catch Basins	30.00	90.00
1,550	lin. ft.	Cable Guard Fence	1.00	1,550.00
4,000	cu. yds.	Rock Sub-base	0.60	2,400.00
600	cu. yds.	1½" - ¾" Rock in Base	2.00	1,200.00
460	cu. yds.	¾" Rock in Base and Shoulders	2.00	920.00
60	cu. yds.	½" Rock in Footpaths	2.10	126.00
1,250	cu. yds.	Filler	0.50	625.00
1,250	yd. mi.	Hauling Filler	0.20	250.00
190	M-Gal.	Sprinkling	2.00	380.00
0.34	mile	Preparation of Base	100.00	34.00
600	cu. yds.	Mineral Aggregate in Place	3.00	1,800.00
37	ton	Asphalt in Place	30.00	1,110.00
10	ton	Cutback Asphalt in Place	30.00	300.00
		Subtotal		$ 14,271.00
		10% Engr. & Cont.		1,427.10
		Total		$ 15,698.10

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
District No. [illegible]

Ⓐ

Eagle Creek Bridge (Contract Prices)

16	cu. yds.	Excavation	$ 2.50	$ 40.00
86	cu. yds.	Class "A" Concrete	18.00	1,548.00
520	cu. yds.	Class "D" Concrete	18.00	9,360.00
15	cu. yds.	Mortar Rubble Masonry	25.00	375.00
84,000	lbs.	Metal Reinforcement	0.04	3,360.00
1,102,000	lbs.	Structural Steel	0.066	72,732.00
			Subtotal	$ 87,415.00
			10% Engr. & Cont.	8,741.50
			Total	$ 96,156.50

Length of Roadwork	0.288	mile
" " Bridge	0.088	"
Total Length	0.376	"
Cost per mile, Roadwork	$54,507.29	

SUMMARY OF FUNDS REQUESTED

Item	Total Cost	Federal Aid Funds	State Funds
Roadwork	$ 15,698.10	$ 8,420.63	$ 7,277.47
Structure	96,156.50	51,579.37	44,577.13
	$ 111,854.60	$ 60,000.00	$ 51,854.60

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREGON

May 6, 1936

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

P.S.& E. documents for Oregon Federal Aid Project No. 174-C, Revised, the Eagle Creek Section of the Columbia River Highway, have today been recommended for approval, subject to final review and approval by the Chief Engineer. This is your authority for advertising.

Our approval of a binder course as provided is not to be considered as a precedent on other projects.

Very truly yours,

W. H. LYNCH
District Engineer

By L Caufield
L. J. Caufield
Highway Engineer

ADDRESS REPLY TO
THE DISTRICT ENGINEER
SECOND PORTLAND DISTRICT
617 PITTOCK BLOCK
REFER TO FILE NO.................

Form No. 1
WAR DEPARTMENT
OFFICE OF THE DISTRICT ENGINEER
SECOND PORTLAND DISTRICT
PORTLAND, OREGON

March 9, 1936.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The work of excavation and disposition of material for the joint highway and railroad through the point east of Eagle Creek, together with channel changes and access forest road in connection therewith has been completed.

In accordance with tentative agreement approved by the Highway Commission by letter dated June 4, 1935, the work done by the Government's contractor for the State has been measured and priced as shown in the following tabulation:

	Highway	Forest Rd.	Channel Ch.	Total	Price	Total
Clearing	6.74	.70	.54	7.98	$ 300. Acre	2,394.00
Exc. -S.R.	93,760.0	1,889.2	15.	95,664.2	.70 cu yd	66,964.94
" Uncl.	11,583.3	8,658.5	2,152.4	22,394.2	.30 cu yd	6,718.26
O.H. - "A"	503,671	3,761		507,432.	.035 Sta. yd	17,760.12
" "B"		2,446.		2,446.	.005" "	12.23
" "C"					.003" "	--
Pipe - 18"	62	80		142	2.50 Lin ft	355.00
" 24"	116			116	5.	580.
Ballast		215.5		215.5	2.00 cu yd	431.00
						$95,215.55

As you will no doubt wish to have the work inspected and the quantities, classification and prices checked, it is suggested that your representative call at the Government's field office in Bonneville, where all records of the work will be placed at your disposal.

It will be appreciated if you will have the field verification handled at an early date as the completion of the agreement is now in order, since the Gudhart case has been settled.

RECEIVED
MAR 11 1936

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

March 9, 1936.

This statement represents the actual work performed and is not to be considered a statement of account, which statement will be rendered with appropriate percentage added after you have accepted the basic quantities.

Yours very truly,

CFWilliams

C. F. Williams,
Lieut. Colonel, Corps of Engineers,
District Engineer.

174-e

May 11, 1936.

Mr. H. B. Glaisyer

Attached hereto I am returning my letter of April 22, recommending extension of time on the contract for the Eagle Creek Bridge on the Columbia River Highway in Multnomah County.

I am attaching to this letter the consent of the Bureau of Public Roads to this extension.

G. S. Paxson

GSP:AP

cc R. H. Baldock

Attached

NOTED
State Highway Engineer

FORM 2-2-1 1M 4-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF WM. E. CHANDLER, DIVISION ENGINEER
SALEM

IN REPLY PLEASE
REFER TO FILE NO.

May 9th, 1936

Mr. K. B. Lytle
Division Engineer
State Highway Dept.
Bend, Oregon

NOTED
State Highway Engineer

Dear Sir:

The War Department is very anxious to close up the matter of the Eagle Creek Cut as the contractor who performed the work is now being finaled.

Peck advised two weeks ago during our inspection that he had finished checking over the quantities and would submit it immediately, but they apparently as yet have not reached the Salem office.

Please check this up and if there is work to be done which will take more than a day or so, please arrange to supply Peck with a computor so that the work can be gotten out immediately.

Very truly yours,

R. H. BALDOCK
STATE HIGHWAY ENGINEER

By

H. G. Smith
Construction Engineer

HGS:AR

cc to: R. H. Baldock ✓

cc R. H. [illegible]

FORM B-B-1 5M 3-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

G. S. PAXSON
ACTING BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

174-2

May 8, 1936.

Mr. James H. McMenamin
Mead Building
Portland, Oregon.

Dear Sir:

This is in reply to your letter of May 4, 1936, having reference to claim of Schmitt Construction Company.

Following our conference with you several months ago, we remeasured the excavation outside of the volume included and already shown on the estimate as structural excavation, and find that there are 1,394 cubic yards which are of benefit to this department as roadway excavation. It is estimated by our Construction Department that this has a value of 25 cents a yard to this department, and we accordingly made up a price agreement covering this amount of material and forwarded the same to Mr. Lillebo, the general contractor. This has not as yet been returned to this office.

The final estimate for this job is as follows:

Excavation	1,431.33	yards
Class "A" Concrete	826.94	yards
Metal Reinforcement	59,445.	pounds

and the above mentioned road excavation, of 1,394 cubic yards.

The engineer's notes supporting the above figures are on file in this office and are open to your inspection or to your representative's inspection at any time you care to go over them.

This matter has dragged along for some time and in order to get it off the books, we would ask that you and the general contractor get together on the matter, and if necessary, confer with us at some date convenient to all of us.

Very truly yours,

R. H. Baldock
State Highway Engineer
By

G. S. Paxson
Acting Bridge Engineer

cc R. H. Baldock

FORM [illegible]

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE
H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

G. S. PAXSON
ACTING BRIDGE ENGINEER

174

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

May 1, 1936.

Bureau of Public Roads
Box 3900
Portland, Oregon.

NOTED
State Highway Engineer

Gentlemen:

This is in reply to your letter of April 27, concerning extension of time requested by Joplin & Eldon on the Eagle Creek Bridge, F.A.P. 174-C.

The contractors request an extension of time to June 30, 1936. Their contract completion date is April 30, 1936, which date makes an extension of two months.

I have a letter from the contractors, stating that the delay was entirely occasioned by weather conditions, and that they can not concede that the delay has been in any way their fault or that they should be charged with any extra cost. I have written them again calling their attention to the fact that we do not regard weather conditions as being a logical basis for an extension of time, and advising them that we consider their incorporation of additional cement and additional mixing time as being the minimum which we should ask in considering the time extension.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

G. S. Paxson
Acting Bridge Engineer

GSP:AP
cc R. H. Baldock

174-C

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO.

POST OFFICE BUILDING
PORTLAND, OREGON

RECEIVED
APR 29 1936
OREGON

April 28, 1936.

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

NOTED
State Highway Engineer

Dear Sir:

Your engineer on the Eagle Creek Bridge, Oregon FAP 174-C, was contacted last week and pointed out that a rivetor was employed outside the railing on very insecure footing without a safety belt. He stated that this practice had been followed for some time and would be completed probably before any official action could be taken, and asked if our authority included such cases. It was suggested to him that he personally point out the danger to the Superintendent without issuing any instructions, and that in the meantime, the State Safety Engineer could be advised.

We forward this letter for your information.

Very truly yours,

W. H. LYNCH
District Engineer

By

L. J. Caufield
Highway Engineer

(Carbon copy referred to Mr. Paxson)

FORM B-B-1 2M 3-35

Commissioners
HENRY F. CABELL, Chairman, Portland
E. B. ALDRICH, Pendleton
F. L. TOU VELLE, Jacksonville

H. B. GLAISYER, Secretary

R. H. BALDOCK
State Highway Engineer

G. S. PAXSON
Acting Bridge Engineer

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

X

174-C

April 27, 1936.

Bureau of Public Roads
Box 3900
Portland, Oregon.

Gentlemen:

Please note attached with reference to extension of time on Contract No. 1768, F. A. P. 174-C.

In requesting this extension, the contractors state as follows:

"Our reasons for asking for this extension of time are:

"1. Early in February the Columbia Gorge was visited by a rather heavy fall of what is commonly known as 'Tapioca Snow' which rolled down the sides of the mountains and completely blocked the Columbia River Highway for a short time and closed it for almost a month to heavy hauling. As the fabricated steel for this structure was being hauled to the job over this highway it became impossible for the fabricators to deliver the required steel.

"2. Immediately after the highway was opened sufficiently to permit the delivery of steel a series of 'Silver Thaws' occurred which coated the false work and steel with such a heavy coat of ice it was impossible to proceed with the erection and rivetting."

The work on this contract has been well organized, and the contractor has made every effort to take advantage of weather during which it was possible to conduct his operations.

It is my thought that the assessment of penalties provided in the contract would be unduly severe under the present circumstances, and I would recommend that with the provisions outlined in the attached letter to the contractors, that the extension be granted subject to the reimbursement to the state of all engineering expense subsequent to the expiration of his original contract.

I would ask advice as to whether or not you can concur in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

G. S. Paxson
Acting Bridge Engineer

GSP:AP

cc R. B. Glaisyer

Enclosure

FORM B-E- 3-35
COMMISSIONERS
HENRY F ABELL, CHAIRMAN, PORTLAND
E. B. ALD CH, PENDLETON
F. L. TOU ELLE, JACKSONVILLE
H. B. AISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

G. S. PAXSON
ACTING BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

April 27, 1936.

Joplin & Eldon
Box 5686, Kenton Station
Portland, Oregon.

Gentlemen:

Your application for extension of time on Contract No. 1768, the same being for the construction of the Eagle Creek Bridge on the Columbia River Highway in Multnomah County, was presented to the Highway Commission for consideration at their last meeting.

Before the Commission will consider the matter, they asked that I obtain from you an agreement to provide such additional cement and to mix the concrete in the deck for such additional time as may be necessary in order to permit the use of the structure by the contractor on the adjacent grading section within not longer than ten days after the placing of the deck; and that both you and your surety consent to the use of this structure for the hauling of embankment materials at the earliest possible time.

As soon as I am in receipt of the above, the matter will be presented to the Commission again for their consideration. I can not assure you, however, that the date for the completion of this contract will be extended without the assessment of the penalty provided in the contract.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

G. S. Paxson
Acting Bridge Engineer

GSP:AP
cc Bureau of Public Roads
cc H. B. Glaisyer

FORM 9-A-1 5M 2-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

1714

April 23rd, 1936

IN REPLY PLEASE
REFER TO FILE NO.

~~Mr. R. H. Baldock~~
~~State Highway Engineer~~
~~O f f i c e~~

RE: Eagle Creek Quarry Site

~~Attention: H. G. Smith.~~

NOTED
State Highway Engineer

Dear Sir:

Mr. A. O. Waha, of the Forest Service of the United States Department of Agriculture, his assistants, Mr. H. D. Farmer, of the Bureau of Public Roads, and myself had a field conference at Eagle Creek, as planned, on April 21st. At the close of the conference, Mr. Waha, the Forest Supervisor, promised to write the Oregon State Highway Commission, granting the following rock quantities:

25,000 to 30,000 cu. yds. of shell rock for road surfacing purposes.
3,000 to 5,000 cu. yds. of rock material for masonry walls.

The department is not to be permitted to erect a crusher plant in Eagle Creek Park, inasmuch as the Bureau of Public Roads is also to be granted some of this rock.

Mr. Farmer will receive a copy of Mr. Waha's letter to the department.

Yours very truly,

George H. Otten
Landscape Engineer

GHO:AR

cc to: R. H. Baldock ✓

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

Stencil No. 124

IN YOUR REPLY PLEASE REFER TO FILE No. Ore. F.A.P. 174-C

RECEIVED
APR 21 1936
OREGON

POST OFFICE BUILDING
PORTLAND, OREGON

April 20, 1936

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the ________ project agreement and certificate for the above numbered project.

Very truly yours,

W. H. LYNCH
District Engineer

By L J Caufield
L. J. Caufield
Highway Engineer

Encls.

Iron

Hwy 28081

Form P. R. 2

State Oregon

Project No. 174. Section C

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

UNITED STATES DEPARTMENT OF AGRICULTURE

WASHINGTON
GOVERNMENT PRINTING OFFICE
1933

8—5518

7

Form P. R. 2

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 25th day of February, 1936 by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 28th day of October, 1931, a project statement, which was approved by the Secretary on the 10th day of December, 1931, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for Section C of said project which were recommended for approval by the United States District Engineer on the 23d day of September, 1935; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of fifty-eight thousand, six hundred fifty-five and 46/100 dollars ($58,655.46) as the share of the United States payable under said act on account of Section C of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

9—5518

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State Chap. 175, Laws of 1917, Chap. 31, Laws of 1920 (Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between Survey Station 1775+12.0 and Survey Station 1779+77.85, both near the center of Sec. 22, T. 2 N., R. 7 E., W.M.,

, length 0.088 of a mile~~s~~, in Multnomah County, being Section C of Oregon project No. 174, consisting of ~~miles of roadway and~~ one bridge~~s, each~~ of more than 20 feet clear span, 0.088 of a mile in length; known locally as the Eagle Creek Section of the Columbia River Highway, between official control points Portland and The Dalles, Eagle Creek Bridge.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section C of said project shall not in any event exceed the sum of Fifty-eight thousand, six hundred fifty-five and 46/100 dollars ($58,655.46), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of ninety-six thousand, one hundred fifty-six and 50/100 dollars ($96,156.50), the approved total estimated cost of Section C of said project.

PAYMENTS

Article V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to

The State Treasurer
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

~~In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.~~

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

Article VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit:
(Include reference to statute authorizing funds and probable amount annually available)

Chapter 41, Laws of 1927

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the 6th day of April, 1936

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By

Chairman, State Highway Commission
(Title of officer)

By

Member, State Highway Commission
(Title of officer)

By

Member, State Highway Commission
(Title of officer)

By

(Title of officer)

By

(Title of officer)

SECRETARY OF AGRICULTURE,

By L. E. Boykin
Acting Chief, Bureau of Public Roads.

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as Project No. 174-C, State of Oregon.

SECOND. That in accordance with said provisions I have approved the sum of $96,156.50 as the total estimated cost of said project, and the sum of $58,655.46 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this 6th day of April one thousand nine hundred and Thirty-six

SECRETARY OF AGRICULTURE,

By R. E. Boykin
Acting Chief, Bureau of Public Roads.

U.S. GOVERNMENT PRINTING OFFICE: 1934

R. H. BALDOCK

FORM 5-B-1 2M 2-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISTER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

G. S. PAXSON
ACTING BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

174-6

April 10, 1936.

Mr. James H. McMenamin
Mead Building
Portland, Oregon.

Dear Sir:

Your letter of April 7, addressed to Mr. Baldock, and having reference to payment for excavation at the Eagle Creek piers, has been referred to this office for reply.

An investigation of the value of this excavation to the State Highway Department was made, and it was found that 1,394 cubic yards of the excavation outside of the pier limits was of value in future road construction. The value was estimated at 25 cents per cubic yard, making a total of $348.50.

On March 24, a Memorandum of Agreement for settlement in this amount was submitted to Mr. Lillebo, the contractor for this work, for his approval and execution. To date we have not heard from Mr. Lillebo in reference to this matter.

When and if Mr. Lillebo signs this agreement, it will be submitted to the Highway Commission. After it is executed by the Highway Commission, the final estimate will be made.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

G. S. Paxson
Acting Bridge Engineer

NOTED
State Highway Engineer

WAR:AP

cc Mr. Baldock

FORM 5-K-1 1500 1-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

J. M. DEVERS
ATTORNEY

OREGON STATE HIGHWAY COMMISSION
SALEM

174-6

April 10, 1936

Mr. F. P. Rawson
Resident Bridge Engineer
Oregon State Highway Dept.
Cascade Locks, Oregon

[illegible]
State Highway Engineer

Dear Sir:

Reference is made to our conversation this week relative to living accommodations on what formerly was the Gudhart property at Eagle Creek.

At that time you suggested that in view of the fact that the Gudharts are vacating the property the end of this week and that thereafter there will be no place serving meals closer than Cascade Locks you might make an arrangement with a woman now employed by the Gudharts to continue the serving of meals to yourself and also to some of the employes on our present bridge construction. You also suggested that Joplin & Eldon might be interested in taking over the lodge property and operating a mess house for the benefit of the employes working on their contract for the superstructure of the Eagle Creek Bridge.

After seeing you I have discussed the entire situation with the officials of the Bureau of Public Roads and the Forest Service, and it appears that instead of waiting until the bridge superstructure is completed so that materials may be hauled thereover the specifications provide for the building of a temporary road and the filling in of the area in the vicinity of the Eagle Creek Lodge within the next thirty to sixty days. This will necessitate the moving or destruction of all of the cabins in that vicinity, with the exception of the ones adjacent to the contractor's present headquarters, which are along the easterly boundary of the property.

Bids are to be received for the tunnel improvement on April 15, and after discussion it was decided to let the entire matter rest in abeyance until this time and the contractor on the tunnel work determined. It is the thought that the successful contractor might want to take over the lodge building for the purpose of operating a mess house, and if this is true it would be much better to let the tunnel contractor take it over instead of Joplin & Eldon, who, we understand, will be moving out about June 1.

Yours very truly,

J. M. DEVERS
By
J. W. DeSOUZA
Assistant Attorney

JWD:AW
cc Mr. R. H. Baldock ✓
Mr. G. S. Paxson

FORM 5-A-1 5M 1-35

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

174-C

IN REPLY PLEASE
REFER TO FILE NO.

March 27th, 1936

Mr. K. D. Lytle
Division Engineer
State Highway Dept.
Bend, Oregon

Dear Sir:

The Bonneville Dam authorities advise that two short stripe of the Columbia River Highway that lie below the elevation of the back water curve will have to be raised. They consider that it would be more satisfactory to compensate us for the amount necessary to make the changes and raise the highway.

I am, therefore, enclosing two brints, one at Station 5079 where the raise is apparently 5½ feet and is made by raising the highway vertically; the other at Station 2376 involves a raise of about 9 feet and is made by moving the highway towards the railroad. There may be objections to this on the part of the railroad, and probably a simpler method would be to raise the highway on its existing alignment.

Please make a report on these two places, keeping in mind that the raise suggested by the Government is only sifficient to afford the highway protection against floods of 800,000 c.f.p.s. Their legal department has ruled that they have no responsibility for higher floods, but it may be that we should raise the grades to higher levels even though they are not obligated to pay for it.

Please prepare a report how these projects will fit into the permanent re-alignment, making your recommendation as to the permanent grade, keeping in mind that the 1894 flood had a discharge of nearly 1,500,000 c.f.p.s., and furnish us with an estimate of cost of raising to the elevation for which the Government is responsible in order that we may quote them a lump sum figure for doing the work.

You should also check over the profile between Cascade Locks and The Dalles to see if there are any other critical points which should be discussed at this time.

Mr. Libby is available to consult with you on flood elevations etc.

Very truly yours,

NOTED
State Highway Engineer

R. H. BALDOCK
STATE HIGHWAY ENGINEER

By

H. G. Smith
Construction Engineer

HGS:AR

cc to: R. H. Baldock ✓

FORM P-X-1 1000 1-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

J. M. DEVERS
ATTORNEY

OREGON STATE HIGHWAY COMMISSION

SALEM

March 23, 1936

Mr. Henry F. Cabell, Chairman,
Oregon State Highway Commission,
Failing Building,
Portland, Oregon.

Dear Mr. Cabell:

For your examination and study I am inclosing one copy of the form of agreement prepared by the U. S. Army Engineers and covering the subject of highway and railroad improvement in the vicinity of Eagle Creek, which involves primarily construction through the Gudhart property.

You will recall that a tentative form of this agreement was submitted to the Commission before the Gudhart case was tried, and that tentative form of agreement was approved by the Commission, and pending final draft and execution of the agreement a letter was signed by the Commission, a copy of which is inclosed.

I am inclosing also a copy of the letter of transmittal which accompanied the inclosed form of agreement, and I call your attention to Mr. Meldrum's position with respect to some of the items of cost in the Gudhart condemnation case. I cannot agree with Mr. Meldrum. The items of cost which he maintains the Government should not share in are the State's witness fees. He seems to take the view that the Government is not required to participate in anything but the award. Manifestly, the award would have been considerably in excess of $40,000 if the State had not procured the services of competent witnesses. For your information I am inclosing an itemized statement of expenses and disbursements, including the amount fixed by the jury with respect to the total cost of the Gudhart property.

The inclosed form of agreement was furnished in triplicate and will come before the Commission for consideration at its next meeting. I am sending you this advance copy so that you will be in a better position to discuss the subject when the Commission is in session. You may hold this copy at your office and have it available when the Commission meets in the event the Commission elects to sign the agreement as submitted.

I am also inclosing a copy of the letter which was signed by the Commission at the time the tentative draft of agreement was submitted.

Yours very truly,

JMD:PW
cc R. H. Baldock

J. M. DEVERS

FORM 2-K-1 1500 · 1-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

J. M. DEVERS
ATTORNEY

OREGON STATE HIGHWAY COMMISSION

SALEM

March 23, 1936

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock,
Office.

Dear Sir:

I am inclosing for your consideration a copy of the agreement submitted by the U. S. Army Engineers in connection with the Gudhart property. I also submit a copy of a letter, the original of which I have today mailed to Mr. Cabell. You will note that I have sent one copy of the agreement to Mr. Cabell, and am inclosing one for you and am holding the third copy in the office. If this form of agreement is accepted by the Commission the inclosed is one of the copies that is to be executed, so it should be kept intact and should be available when the Commission meets in Portland in regular session.

You will note the position taken by Mr. Meldrum with respect to witness fees. I have already written him disagreeing with his position, but have been unable to prevail upon him to change his views. The total of the items which he refuses amounts to $2,064.81.

Yours very truly,

J M Devers
J. M. DEVERS

JMD:PW
Inc.

Copy

WAR DEPARTMENT
Office of the District Engineer
Second Portland District
Portland, Oregon

Refer to File No. OM-3

March 21, 1936

Mr. J. M. Devers, Attorney
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

I have received your letter of March 19, 1936, and appreciate your views on the distribution of expense in the Gudhart case. However, the extent of the Government's participation is set forth in the memorandum of agreement between the Highway Commission and this office, dated June 4, 1935. The execution of this agreement was predicated upon authority granted by the Chief of Engineers authorizing this office, in the event of the State trying the case, to pay one-third of the settlement or award.

The award of $40,061.90 is definitely specified in the Final Judgment and from your statement of expense, I understand that settlements were made with Frank J. Moran and C. A. Neff for the sums of $2999.00 and $325.00. The award and these settlements come within the scope of our authority to pay, but the expense of witnesses, traveling expenses, etc. are not covered by our authority or the memorandum of agreement of June 4, 1935. There is enclosed herewith tentative draft of agreement in triplicate, as provided in memorandum of June 4, 1935. You will note from the form that the Government expects to segregate its total cost between right of way and flowage and that these sums cannot be inserted until we reach an agreement on the amount which is payable by the Government.

For the District Engineer:

Very truly yours,

(Sgd.) Don E. Meldrum
Don E. Meldrum,
Senior Land Appraiser.

Enclosure:
Tentative draft of agreement,
in triplicate.

FORM 2-A-1 6M 9-35
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

The Dalles, Oregon.
March 21, 1936.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock,
State Highway Engineer
Salem, Oregon.
Attention Mr. [illegible]

Dear Sir;

At the request of Mr. . . Lytle, Division Engineer I am sending to you by Railway express eight rolls of platted section to be blue printed for our final records on the Eagle Creek Section of the Columbia River Highway in Multnomah County.

We are tracing these sections and Mr. Lytle suggested that we send them in and have them blue printed, [illegible] limited time [illegible] possible.

[illegible], [illegible]

Prints + Tracings
mailed 3-24-36
[illegible]

FORM 5-A-1 5M 1-35

Commissioners
HENRY F. CABELL, Chairman, Portland
E. B. ALDRICH, Pendleton
F. L. TOU VELLE, Jacksonville

H. B. GLAISYER, Secretary

R. H. BALDOCK
State Highway Engineer
Salem

OREGON STATE HIGHWAY COMMISSION
SALEM

174-6

March 11th, 1936

In Reply Please
Refer to File No.

Mr. K. D. Lytle
Division Engineer
State Highway Dept.
Bend, Oregon

NOTED
State Highway Engineer

Dear Sir:

Herewith, please find a letter from Colonel Williams, advising that their records are complete on the Eagle Creek Cut-off, and suggesting that we check them over preparatory to filing the job.

In our ordinary work with the Bureau of Public Roads, we accept their final estimates inasmuch as we know that the records are filed in Portland and that we can obtain them at any time, but since the Bonneville Dam construction is of permanent nature and probably their records will never be accessible, I think it advisable that we have a final profile and copy of the cross sections for our permanent records.

Will you, therefore, arrange to take one of your draftsmen to Bonneville and make up a final record of this job in our usual manner and submit it immediately to this office for checking by Mr. McAllister. You should check all the quantities and approve the same prior to submitting.

Please arrange to do this as early as possible.

Very truly yours,

R. H. BALDOCK
STATE HIGHWAY ENGINEER

By
H. G. Smith
Construction Engineer

HGS:AR

cc to: R. H. Baldock

174-e

March 11, 1936

Lieut. Colonel C. F. Williams
District Engineer
Second Portland District
Corps of Engineers
627 Pittock Block
Portland, Oregon

Dear Sir:

This acknowledges receipt of your communication of March 9, listing the quantities of work performed in the excavation and disposition of material from the joint highway and railway cut east of Eagle Creek, together with channel changes, forest road work and incidentals, which you state have now been completed.

I have turned this letter over to H. G. Smith, our Construction Engineer, with the request that he, at his early convenience, make a field verification of the actual work performed, in line with your suggestion.

Very truly yours,

State Highway Engineer

RHB:HI

cc Mr. H. G. Smith

FORM 3-A-1 5M 9-28
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

17-4-C

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

January 7th, 1930

IN REPLY PLEASE
REFER TO FILE NO.

Mr. G. S. Paxson
Bridge Engineer
Office

NOTED
State Highway Engineer

Dear Sir:

In regard to the settlement with the Schmitt Construction Company for extra excavation for one pier under the Eagle Creek Bridge, I beg to advise that I consider a comparable price on grading contracts would be 65 cents per cubic yard. This refers to the material moved outside of the lines of the pier excavation.

Very truly yours,

R. H. BALDOCK
STATE HIGHWAY ENGINEER

By

H. G. Smith
Construction Engineer

HGS:AR

cc to: R. H. Baldock

174-C

December 26, 1935.

Mr. H. G. Smith

With reference to the attached memorandum of conference held with the Schmitt Construction Company, the facts are as follows:

The construction of the piers for the Eagle Creek Bridge was done by Tom Lillebo under a contract which finished up September 30, 1935. Pier No. 1 is on the west bank of Eagle Creek, and the top of the pier occurs in a thorough cut. Under our contract, the contractor is only allowed excavation bounded by planes one foot outside the neat lines of the footing and extending from the elevation of the footing to the ground surface. This volume of excavation leaves a triangularly shaped piece in front of the pier and above the roadway grade line. In excavating for this pier, the contractor took out a considerable portion of this triangular piece. The excavation was made without lagging and there was also considerable sloughing in from the back and sides above the grade line. Since eventually it would be necessary to move this material in grading the roadway, its removal by the bridge contractor probably has a value to the state. It is our intention to pay the bridge contractor for this material outside of his contract, at a price representing the value to the state as road grading.

The slopes were not trimmed to the line of the grading section, the roadbed was not finished, and the material was wasted over the bront and the back rather than placed in fill.

With these conditions in mind, I would ask that you place a value per cubic yard on the material moved outside of the lines of the pier excavation.

G. S. Paxson

cc R. H. Baldock ✓

30782 1550 10-35
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

G. S. PAXSON
ACTING BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

December 26, 1935.

Schmitt Construction Co.,
3931 N. E. 36th Avenue
Portland, Oregon.

Gentlemen:

Attached hereto is a memorandum of the conference held in this office December 24, 1935, between the Schmitt Construction Co., represented by Geo. Abraham, Chas. Zachman and James H. McMenamin, and R. H. Baldock, State Highway Engineer, and G. S. Paxson, Acting Bridge Engineer.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

G. S. Paxson
Acting Bridge Engineer

GSP:AP
Enclosure

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

174 C

OREGON STATE HIGHWAY COMMISSION

SALEM

IN REPLY PLEASE
REFER TO FILE NO.

December 24, 1935.

Conference in Oregon State Highway Commission's Office on Tuesday, December 24, 1935. Those present were:

Schmitt Construction Company, represented by Geo. Abraham, Chas. Zachman and James H. McMenamin.

R. H. Baldock, State Highway Engineer
G. S. Paxson, Acting Bridge Engineer

"With reference to the excavation for Pier 1 of the Eagle Creek Bridge, it is concluded that payment should be made in accordance with the contract for all excavation from the ground line to the bottom of footings, including one (1) foot outside of the neat lines as per paragraph 3011 of the standard bridge specifications.

"Furthermore, that consideration would be given to such additional excavation that was made, based upon an examination to be made by H. G. Smith, Construction Engineer, of the value of such excavation to the State, such values to be based upon the prices obtained on grading contracts involving the excavation and movement of similar materials at that time as evidenced by contract prices secured by the Oregon State Highway Commission. Such values were not to be based upon costs of pier excavation since the excavation was voluntarily made by contractor outside of the neat lines contrary to the specifications. It is to be understood that the materials in question were wasted and not placed in the fill and that the slopes and subgrade were not finished, all of which tend to decrease the value of such excavation to the State of Oregon.

"Any consideration given to the said additional excavation is with the express understanding that the state admits no liability and assumes no obligation with respect to the said excavation."

The above statements by the State Highway Engineer are to be mailed to the Schmitt Construction Company and taken into consideration.

FORM 9-A-1 8M 9-35
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

174-C

OREGON STATE HIGHWAY COMMISSION
SALEM

December 10th, 1935

IN REPLY PLEASE
REFER TO FILE NO.

Mr. S. Murray
Chief Engineer
O.W.R. & N. Co.
Pittock Block
Portland, Oregon

Dear Sir:

I am enclosing a sketch of the property in the vicinity of Eagle Creek. This property is being paid for by the Army Engineers, Highway Department and U.S. Forest Service. After the various right of ways have been eliminated we expect to turn the balance of the property over to the U.S. Forestry Department as an adjunct to their Eagle Creek Park, and in order to develop the portion on the north side of the railroad they request a roadway to pass underneath the highway and railroad bridges, as shown on the accompanying map.

Will you kindly arrange for the necessary easement for this roadway which may be granted to the Oregon State Highway Commission.

Very truly yours,

R. H. BALDOCK
STATE HIGHWAY ENGINEER

By

H. G. Smith
Construction Engineer

HGS:AR
Enc.

cc to: R. H. Baldock

FORM 8-3-1 1M 3-35
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

174 C

OREGON STATE HIGHWAY COMMISSION

OFFICE OF WM. E. CHANDLER, DIVISION ENGINEER
SALEM

December 4, 1935.

IN REPLY PLEASE
REFER TO FILE NO.

26-2802

Mr. R. H. Baldock,
State Highway Engineer,
Office.

Attention: Mr. H. G. Smith.

Dear Sir:

There are being forwarded to you herewith two copies of an estimate on the Bonneville-Eagle Creek Section of the Columbia River Highway, which was directed to this office by A. A. Kirkwood, Resident Engineer.

As this division only goes as far east as Multnomah Falls on the Columbia River Highway, this work is not under our supervision and is being passed on without comment.

Yours very truly,

WM. E. CHANDLER,
Division Engineer.

By

G. W. ROSS,
Office Engineer.

NOTED
Highway Engineer

GWR:AM
cc R. H. Baldock
K. D. Lytle
A. A. Kirkwood

174 C

December 4, 1935.

General Casualty Company of America
Seattle, Washington

Attention: S. L. Catelli

Gentlemen:

Re: Your bond No. 9492

Reference is made to your letter of December 2, concerning contract No. 1740, Tom Lillebo, construction of bridge over Eagle Creek near Bonneville in Multnomah County on which Schmitt Construction Company were sub-contractors.

You are advised that this contract was completed on September 30 and was accepted on October 28, 1935.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

JM:CE

GENERAL
CASUALTY COMPANY
OF AMERICA
SEATTLE

H. K. DENT
PRESIDENT
T. E. LOYNAHAN
VICE-PRESIDENT

December 2, 1935

State Highway Department
Salem, Oregon

Gentlemen:

Re: Bond No. 9492 - Schmitt Construction Company - Contract for the excavation of piers and bridge over Eagle Creek on Columbia River Highway near Bonneville, Oregon

On May 14, 1935 we executed a sub-contract bond for the above principal in favor of Tom Lillebo. This bond was in the amount of $6,300 and included a portion of work under contract No. 2063 (this may be the bridge number). We would very much like to have you advise us if this contract has been satisfactorily completed on the part of the general contractor as well as the sub-sontractor and if so, on what date. We are enclosing a stamped envelope for your reply and want to thank you in advance for your cooperation.

Very truly yours,

Surety Department

S. L. Catelli
dp
Enclosure

FORM S-A-1 [illegible]

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

174C

November 21, 1935

IN REPLY PLEASE
REFER TO FILE NO.

Mr. K. D. Lytle
Division Engineer
Bend, Oregon

NOTED
State Highway Engineer

Dear Sir :

Mr. Farmer has requested a conference with you Monday, November 25th, or as soon thereafter as convenient, for the purpose of arranging all the final details concerning the Bonneville-Eagle Creek construction. Will you try to accommodate Mr. Farmer with this conference?

I would suggest that you go over the disposition of the material very carefully, particularly the places where waste is to be deposited to see that the materials from the two jobs are coordinated in a practical manner. On account of the arrangement of the hill road from the tunnel it would appear that the highway contractor could do little work until after the tunnel is nearly completed. It would seem that there would be no material for the fill at the Eagle Creek Camp Grounds until after the tunnel is built, and the suggested stock piling of the tunnel rock on the north side of the railroad along Eagle Creek appears impractical.

Please go over all these details carefully to see that the disposition of our waste will be made in a practical manner.

Very truly yours,

R. H. BALDOCK
STATE HIGHWAY ENGINEER

By

H. G. Smith
Construction Engineer

HGS:AR

cc to: R. H. Baldock ✓

174c

October 30, 1935

Joplin & Eldon
P.O.Box 5686
Kenton Station
Portland, Oregon

Gentlemen:

We are sending to you today by express a fully executed copy of Contract No. 1768, awarded to you on October 9, 1935, for the completion of piers and the construction of spans and sidewalks, for the Eagle Creek bridge on the Columbia River Highway in Multnomah County.

This copy is for your records and files.

Very truly yours,

Secretary

MBL

174c

October 29, 1936

Mr. F. H. Finch, General Manager
O.-W. R. R. & N. Company
828 Pittock Block
Portland, Oregon

Dear Sir:

Responding to your communication of October 28, advise that, as stated in my communication of the 25th, I will appreciate a meeting on November 6 at two o'clock.

I will bring with me maps disclosing the location of the highway both east of Eagle Creek and west of Tooth Rock tunnel.

Unless you advise me to the contrary, will consider that the date above set is satisfactory.

Very truly yours,

State Highway Engineer

RHB:HI

cc Major A. E. McKennett
Mr. H. G. Smith

Standard
Form 2104
1-34-5M

UNION PACIFIC SYSTEM

OREGON-WASHINGTON RAILROAD & NAVIGATION COMPANY

F. N. FINCH,
GENERAL MANAGER

828 PITTOCK BLOCK
PORTLAND, OREGON

RECEIVED
OCT 29 1935
OREGON
[illegible] COMMISSION

On Line, Rieth, Ore.
October 28, 1935.

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Your letter of October 25th:

I recall clearly the conference to which you refer and also recall my definite statement at that time that while we were agreeable to permitting the location of the highway through the cut, that as to location east and west, I desired further information before concurring in any way in such location.

Under the circumstances, I am still of the opinion expressed in my letter to you October 21st. However, I shall be glad to meet with you and your representatives, having Mr. Murray and Mr. Roberts present.

I note you say nothing whatever about the question of easements across our property east of Eagle Creek and west of Tooth Rock tunnel. I would like to clear this entire matter up, once and for all, and at our next meeting propose having a secretary present who will set forth just what was said at the conference.

If you will set the date which will be agreeable to you, I will arrange for attendance on our part.

Yours truly,

F. N. Finch

cc Major A. E. McKennett.

174e

October 29, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement for the Eagle Creek Bridge, Federal Aid Project No. 174-E.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department　　　　Federal Aid Project No. 17[illegible]-C

EAGLE CREEK BRIDGE ON THE COLUMBIA RIVER HIGHWAY IN MULTNOMAH COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, October 25, 1935

Statement of Completed Federal Aid Work will be submitted prior to submission of final voucher.

New Work

16	cu. yds.	Excavation	$ 2.50	$ 40.00
86	cu. yds.	Class "A" Concrete	18.00	1,548.00
520	cu. yds.	Class "D" Concrete	18.00	9,360.00
15	cu. yds.	Mortar Rubble Masonry	25.00	375.00
84,000	lbs.	Metal Reinforcement	0.04	3,360.00
1,102,000	lbs.	Structural Steel	0.066	72,732.00
			Subtotal	$ 87,415.00
			10% Engr. & Cont.	8,741.50
			Total	$ 96,156.50

Length　　.088 mile

Federal Aid Funds Requested- -	$ 58,655.46 (61%)
State Funds- -	37,501.04
	$ 96,156.50

State Funds for Constr: Chap. 175, laws 1917; Chap. [illegible]1, Laws 1920
State Funds for Maint: Chap. 41, laws 1927

174-C

October 26, 1935

Mr. H. B. Glaisyer
Office

Dear Sir:

Contract No. 1740 with Tom Lillebo for construction of the piers for the Eagle Creek bridge No. 2063 in Multnomah County was completed September 30, 1935.

Acceptance of this contract by the Commission and permission to pay the final estimate is hereby requested.

Very truly yours,

G. S. Paxson
Acting Bridge Engineer

By
W. A. Reeves
Office Engineer

DD DK

October 28, 1935 —
Secretary

FORM 8-A-1 8M 8-33
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

174 C

October 15, 1935.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. K. D. Lytle,
Division Engineer,
Bend, Ore.

NOTED
State Highway Engineer

Dear Sir:

Copy of letter from W. S. Hodge, Maintenance Engineer, in regard to encroachment of the railroad grading on the highway at the Eagle Creek Cut on the Columbia Highway has been received.

For your information a print of the Federal Aid Sheet for this section and a print of the profile from Eagle Creek to Cascade Locks showing the grade of the railroad are being forwarded.

A check on the relation of the two lines both horizontally and vertically shows that there should be no interference of the cut banks of the railroad with the highway grade as at the section where the two lines are parallel and 48 feet apart, the grades of both are identical. The grade of the highway raises at the Eagle Creek bridge and at the east end of the cut but the divergence of the two lines due to horizontal curvature is more than enough to take care of one and one-half to one slopes.

Please check on the ground at your first opportunity and advise this office.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

HWL/H

CC to
R.H. Baldock

OCTOBER 11, 1935

Messrs. Joplin & Eldon,
P. O. Box 5686,
Kenton Station,
Portland, Oregon.

Gentlemen:

This letter is to inform you that the State Highway Commission approved and accepted the bid submitted by you on October 9 for construction of superstructure for Eagle Creek Bridge on the Columbia River Highway near Bonneville, Multnomah County, your bid in the amount of $87,415.00 being the low bid submitted for that work.

This letter is your authority and our request to commence construction operations immediately. Contract forms will be sent to you shortly for execution.

You are also requested to immediately notify the U. S. Reemployment Service of the approximate time work will begin and the number and classification of laborers needed for such work.

Yours very truly,

STATE HIGHWAY COMMISSION

BY
Secretary

HBG:D

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREGON

October 9, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence in award of contract, as of this date, for Oregon Federal Aid Project No. 174-C, superstructure for Eagle Creek Bridge on the Columbia River Highway near Bonneville, to Joplin & Eldon, Portland, Oregon, who submitted the low bid.

Very truly yours,

W. H. LYNCH
District Engineer

By

F. R. Andrews
Sr. Highway Engineer

Jeo

#1740

174C

September 28, 1935

SCHMITT CONSTRUCTION COMPANY
c/o Butler & Jack
Butler Building
Oregon City, Oregon

Gentlemen:

This acknowledges receipt of your letter of the 27th inst., advising that you have a controversy with Tom Lillebo, contractor, in regard to yardage and amount due for material moved in connection with your sub-contract with Mr. Lillebo for the construction of the Eagle Creek bridge project, State Highway Contract. No. 1740.

It is noted that you wish the State Highway Commission to withhold further payments to Mr. Lillebo in connection with this job until your dispute has been satisfactorily adjusted. I am sorry, but it is contrary to the practice of this Department to hold up a contractor's payments as you request. We have no knowledge of the details of the dispute and have no way of passing on the same, and for that reason do not believe that it would be quite fair to the contractor to keep from him the moneys that are justly due him and which possibly he might need badly to finance his job. We do not doubt in the least that your claim is just but we feel that in fairness to all parties concerned we must standardize our methods of handling claims, especially in view of the fact that the contractor has furnished to the State a surety bond for the protection of claims that may be filed against the contract.

In connection with this contract, Mr. Lillebo furnished a surety bond, which was written by the U.S. Fidelity and Guaranty Co., C. B. Eckles, Mgr., 1112 Bedell Bldg, Portland. If you cannot arrange satisfactory settlement with Mr. Lillebo, I would suggest that you take the matter up with the bonding company and also file your notice of claim with the Secretary of State, in accordance with the provisions of the statute.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HBG:MBL

September 27, 1935.

State Highway Department,
Salem, Oregon.

Attention: Chief Engineer

Gentlemen:

Re: Bridge #2063
Eagle Creek Job

This is to notify you that as subcontractor under Tom Lillebo, there is now a dispute between the said contractor and our superintendent as to the amount due, and variance in figures amounts to over 1000 yards.

In view of this condition we respectfully request that you withhold payment on the contract which Mr. Lillebo has until a settlement or adjustment has been made. We are making this request hoping that we can thereby avoid litigation and that this will be the easiest and most satisfactory way for all parties concerned to work out a fair and equitable adjustment.

You may get in touch with us through our attorney, Glenn R. Jack, of Butler & Jack, Butler Building, Oregon City, Oregon, and we will make every effort to cooperate and expedite a complete settlement satisfactory to all parties concerned.

Very truly yours,

SCHMITT CONSTRUCTION CO.

BY C Zachman

174C

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.________

POST OFFICE BUILDING
PORTLAND, OREGON

September 23, 1935

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

P.S.& E. documents for Oregon Federal Aid Project 174-C, the Eagle Creek Bridge of the Eagle Creek Section of Columbia River Highway, have today been recommended for approval, subject to final review and approval by the Chief Engineer. This is your authority for advertising.

Prompt submission of the bid tabulation and agreement estimate will be appreciated.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

FORM 5-C-1 23779 2M 6-35
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF K. D. LYTLE, DIVISION ENGINEER
BEND, OREGON

174c

September 23, 1935

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Attention: Mr. J. N. Bishop.

Dear Sir:

Attached find requisition for rock needed to complete the oiling of the detour at Eagle Creek on the Columbia River Highway.

We have left in stockpiles sufficient rock for the base and key.

Please ask Mr. Gillette to cancel the previous order which was sent in for this job.

If there is much difference in the cost of shipping to Cascade Locks over shipping to Bonneville we could have the materials sent to the latter place as it would not make much difference to us. The materials should be shipped as soon as possible as we will need them within a week.

Very truly yours,

K. D. LYTLE
DIVISION ENGINEER

kdl/e
cc S. B. Gillette
cc W. S. Hodge
encl.

174e

September 19, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate to accompany plans and specifications for the Eagle Creek Bridge, Federal Aid Project No. 174-C.

Five bid proposals and five blueprint copies of the quantity summary sheet are being sent under separate cover.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department   Federal Aid Project No. 174-C

EAGLE CREEK BRIDGE ON THE COLUMBIA RIVER HIGHWAY IN MULTNOMAH COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, September 19, 1935

Statement of Completed Federal Aid Work will be submitted prior to the submission of final voucher.

New Work

16	cu. yds.	Excavation	$ 1.00	$ 16.00
86	cu. yds.	Class "A" Concrete	20.00	1,720.00
520	cu. yds.	Class "D" Concrete	20.00	10,400.00
15	cu. yds.	Mortar Rubble Masonry	16.00	240.00
84,000	lbs.	Metal Reinforcement	0.05	4,200.00
1,102,000	lbs.	Structural Steel	0.0725	79,895.00
			Subtotal	$ 96,471.00
			10% Engr. & Cont.	9,647.10
			Total	$ 106,118.10

Length .088 mile

Federal Aid Funds Requested- -	$ 64,732.04	(61%)
State Funds- -	41,386.06	
	$ 106,118.10	

FORM 5-A-1 31048 5M 5-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

174 C

September 18, 1935.

IN REPLY PLEASE REFER TO FILE NO.

Mr. K. B. Lytle,
Division Engineer,
Bend, Ore.

Dear Sir:

I concur in your recommendation that a fence should be built on the south side of the Eagle Creek Cut and suggest that you turn in an Extra Work Order to cover.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

HGS/H

CC to
R. H. Baldock

FORM 5-A-1 21948 2M 8-35

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE
H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

174 C

September 12, 1935

IN REPLY PLEASE
REFER TO FILE NO.

Mr. A. A. Kirkwood,
Locating Engineer,
1436 S. W. Montgomery,
Portland, Ore.

Dear Sir:

Under separate cover we are sending you a print of a section of the 100' scale map showing the right of way in the vicinity of Eagle Creek.

We note that you have not sent us descriptions covering encroachments on O.W. R. & N. Ry. Co. property at this place. Please check this matter up and if it is necessary to secure easements from the railroad Company, furnish us with the necessary maps, profiles and typical cross sections of the area involved, so that we can take the matter up with them immediately.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

Dictated by
H. N. Hackett
H.

CC to
R. H. Baldock
W. E. Chandler

FORM 5-G-1 22779 2M 6-33
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF K. D. LYTLE, DIVISION ENGINEER
BEND, OREGON

174

SEP 21 1935

September 17, 1935

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Attention: Mr. H. G. Smith.

Dear Sir:

Mr. Wisendanger of the Forest Service has called my attention to the hazardous condition created thru the making of the big cut East of Eagle Creek and has suggested that a fence be constructed part way over the top to prevent children or others from falling over the edge.

I went over the situation and it is my opinion that since the houses are so close there is a real danger of someone falling over the cut bank. It also seems to me that the government should be as concerned as we would be over the situation and should bear a part of the cost of protection, the forest service is also partly to blame for permitting people to continue to live in this location.

We have prepared a plan and estimate of the cost of a fence for your consideration.

Please advise whether or not you wish to build this fence. If you do I will prepare the proper orders.

Very truly yours,

K. D. LYTLE
DIVISION ENGINEER

RECEIVED
SEP 19 1935
OFFICE OF
MAINTENANCE ENGINEER

kdl/e
encls.

ESTIMATE OF COST

EAGLE CREEK FENCE

SEPT 17, 1935

BILL OF MATERIALS

2.176 M- F. B. M. Cedar Posts	@	30.00	65.28
Woven Wire Fence 37½ rds	@	0.47	17.52
Barb Wire 187½ rds.	@	0.042	7.88
Angle Braces 51	@	0.30	15.30
3/8" x 10" Bolts 102	@	0.045	4.59
Staples 12 lbs	@	0.08	0.96
			$ 111.53
Labor			50.00
Total Cost			$ 161.53

FORM 5-A-1 21040 8M 9-33
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE
H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

1714C

September 16, 1935.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. W. E. Lynch,
District Engineer,
Bureau of Public Roads,
Portland, Ore.

Dear Sir:

Prints of the map and profile of the Bonneville-Eagle Creek Section of the Columbia River Highway have been sent you as you requested in your letter of September 10th. The alignment shown on the map and profile (L17 joining L2 at Bonneville) has been definitely established unless some unforseen contingency arises. I believe you will be safe in going to contract on this alignment.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

HGS
HGS/H

CC to
R.H. Baldock

FORM 5-C-1 22775 35 5-35
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF K. D. LYTLE, DIVISION ENGINEER
BEND, OREGON

174 c

September 9, 1935

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir: Attention: Mr. H. G. Smith.

The B. P. R. is planning on facing the portals of the tunnel at Tooth Rock with stone and it occurs to me that it would help the looks of the entire project if we could work in some stone masonry work at the approaches to our bridge across Eagle Creek.

Good rock for this work is available at Eagle Creek.

Very truly yours,

K. D. LYTLE
DIVISION ENGINEER

kdl/e
cc H. D. Farmer

Form 333—5M—2-35

174e

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Sept 7, 1935

Section Bonneville-Eagle Cr.

Kind of work Exploration Tunnels & Test Pits

Highway Columbia River

Section prefix 71-2405

Contractor State Force

Contract number Not under Contract

Date of contract ......, 193....

Date of completion ......, 193....

Date work started July 25, 1935

Estimated date of completion ......, 193....

Amount of contract [illegible] $400.—

Per cent of time elapsed ......%

Estimated cost of completed project, exclusive of engineering $1600.00

Per cent of contract completed, based on total contract price ......%

Engineering cost to date, $......, ...%

Date project was completed ......, 193....

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

[illegible]

RECEIVED
S[illegible] 1935

Signed ......

Address ......

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MA TENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM						
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES	CONTRACTOR'S KEY MEN, ETC.	TOTAL
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....,

Compressors ...., Bull Dozers ...., Sheet-foot rollers ...., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

FORM 8-C-1 28773 3M 6-29
Commissioners
HENRY F. CABELL, Chairman, Portland
E. B. ALDRICH, Pendleton
CARL G. WASHBURNE, Eugene

H. B. GLAISYER, Secretary

R. H. BALDOCK
State Highway Engineer
Salem

OREGON STATE HIGHWAY COMMISSION
Office of K. D. LYTLE, Division Engineer
BEND, OREGON

174 C

[illegible]

R. H. Baldock
State Highway Engineer
Salem, Oregon

Attention H. G. Smith

Dear Sir:

Mr. Farmer has requested that I give him my ideas as to the construction of the topping, surfacing and oiling of the Bonneville-Eagle Creek Section of the Columbia River Highway. I have written up the specifications as I think the job should be done and am transmitting them herewith for your consideration. If they meet with your approval please send a copy to Mr. Farmer.

I am not familiar with the Bureau standards and I do not expect that these specifications can be copied verbatum but as all details are given they can probably be adapted to their standard form.

There are several features of the job which I would like to comment upon.

I presume that the grading specification of the Bureau are about the same as ours but if they do not provide for compaction of the fills I believe that this feature should be incorporated.

In regard to the topping: My specifications do not provide for any topping thru the tunnel as I presumed that the roadway thru there would be concrete and that they would provide for some type of sand cushion under the pavement. Sand for this is available in the cut between stations 1751 and 1754 also at the south side of the east end of the road leading to Oreno's Camp. I figured on taking all the filler for topping surfacing and shoulders from these two places.

The amount of filler used in the topping may seem high but the material they used is a fine sand and I figured it would require about 25% to fill all the voids in the rock topping.

The surfacing needs no comment as it is of a standard design. However I believe it will be necessary in order to secure a smooth surface upon which to construct the bituminous macadam. It is laid 24 feet in width, 2 feet wider than the oiling, in order to provide suitable lateral support.

The bituminous macadam specified is our standard B-12 type. It is laid 22 feet wide which is not standard but I think the extra width is justified on account of the heavy traffic in this vicinity.

For shoulders there is provided crushed rock of two sizes, the cost of which I believe is justified on this type of road. The quantity of course rock in this feature might be cut down to some extent by using a th~~ree~~in layer of the rock topping but I did not provide for that as it is hard to determine in advance as to whether or not the rock would break into small enough fragments to be used.

As I did not know what you would want to do on the 50 feet of extra width, from the east end of the bridge across Eagle Creek to the west end of the big cut, I did not figure any topping or surfacing on it.

Yours very truly,

K. D. Lytle
Division Engineer

kdl/jj

C. C. to H. D. Farmer

FORM 2-A-1 23101 5M 7-35

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

174 e

OREGON STATE HIGHWAY COMMISSION

SALEM

August 24, 1935.

IN REPLY PLEASE REFER TO FILE NO.

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

The cost of the Bonneville-Eagle Creek Section, concerning which I am agreeable to a joint contract to be supervised by the Bureau Public Roads is estimated at -

STATES PORTION

		Budgeted Amn'ts.
Grading	$110,396.00	
Bit Mac	18,000.00	
Con.Pav.in Tun.	6,000.00	
Topping	6,000.00	
	140,396.00	172,000.00

BUREAU PUBLIC ROADS

Tunnel Excavation	65,000.00	
Conc. Tun.Lining	100,000.00	
Portals, Etc.	15,000.00	150,000.00
	180,000.00	322,000.00
TOTALS	$ 320,396.00	

Yours very truly,

By H G Smith
H. G. Smith
Construction Engineer.

Dictated by
H.G. Smith
LH

REFERRED TO
Probert
By State Highway Engineer

FORM 5-A-1 15010 15M 9-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

174 e

August 24, 1935.

IN REPLY PLEASE
REFER TO FILE NO.

~~Mr. L. D. Lytle,~~
~~Divion Engineer,~~
~~Bend, Oregon.~~

Dear Sir:

The attached letter regarding the Eagle Creek Camp grounds has been received, and is forwarded you for consideration. This may be considered at the time of oiling the detour road if the cost is nominal. Otherwise, please advise Mr. Woho that we already have spent more than the budgeted amount on his camp ground connection.

Yours very truly,

STATE HIGHWAY ENGINEER
R. H. BALDOCK

By

H. G. Smith
Construction Engineer.

Dictated by
H.G. Smith
LH

CC to
R.H. Baldock ✓

17Hc

August 24, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

In confirmation of telephone conversations, this will advise that the State Highway Commission is agreeable to combining under one contract the Tooth Rock Forest Highway Project and the Bonneville-Eagle Creek Federal Aid Project, and to the letting of that contract by the Bureau of Public Roads, provided such combination and letting will not subject the State to any extra expense or loss of federal funds, and provided the State will receive credit under its "Alternate Plan" agreement for the same amount of relief labor as would be received were the Bonneville-Eagle Creek Federal Aid Project contracted by the State.

Funds for the federal aid proportions of the payments to the contractor will be advanced by the State with the understanding that reimbursement from the federal government will be received without any complications or delays other than might be expected if the contract for the federal aid unit were let by the State in the usual manner.

Very truly yours,

State Highway Engineer

174 C

UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE
MOUNT HOOD NATIONAL FOREST

ADDRESS REPLY TO
FOREST SUPERVISOR
AND REFER TO

301 Terminal Sales Bldg.,
PORTLAND, OREGON

August 20, 1935.

ER
Eagle Creek Road
Mt. Hood

State Highway Department,

Salem, Oregon.

Gentlemen:

Reference is made to Mr. Steele's letter of August 13 to the U. S. Engineers Corps, a copy of which was sent you. I now enclose for your information a copy of Major Skerry's reply.

The last paragraph of Mr. Steele's letter might imply that we had plans for the immediate development of the land, which the State will acquire through condemnation proceedings. Such is not the case and our only idea in presenting the matter was to suggest the desirability of constructing an approach road to the area which, undoubtedly, will be developed subsequently as a camp and picnic ground, while road work was in progress in that locality.

Very truly yours,

A O Waha

A. O. Waha
Forest Supervisor

NOTED
H. G. SMITH

encl.

RECEIVED
AUG [illegible] 1935

C
O
P
Y

WAR DEPARTMENT

Office of the District Engineer

Portland, Oregon,
August 15, 1935.

Mr. A. O. Waha
Forest Supervisor,
U. S. Dept. of Agriculture
301 Terminal Sales Bldg.,
Portland, Oregon.

Dear Sir:

This will acknowledge receipt of your letter of August 13th on the subject of a road from the vicinity of the new highway at Eagle Creek, passing under the railway bridge to reach the area northerly from the railroad and easterly from the creek.

I believe this matter should be taken up with the Oregon State Highway rather than with ourselves, due to the fact that the highway work being done in that vicinity is being paid for by the State Highway and the property that this road would serve and also the property that would be occupied by the road, with the exception of the portion occupied for railroad right-of-way, belongs to the State Highway or is in the process of acquisition.

Your attention is also called to the fact that the difference in elevation between the maximum high water - which is figured at a flow of 800,000 sec. ft. - comes within a little less than 8 ft. from the bottom cord of the railway bridge under which the road would have to pass.

This would give you rather a restricted clearance and would require special protection against the wave action of the water when it is standing at this elevation.

I do not believe there would be any difficulty in securing permission from the Railroad Company for this under-crossing, but they would probably require protection against maximum water elevation.

For the District Engineer:

Yours truly,

H. A. Skerry,
Major, Corps of Engineers,

Executive Officer

174 e

361 Terminal Sales Bldg.,

E2
Eagle Creek Road

August 13, 1935.

U. S. Engineers Corps,
Pittock Block,
Portland, Oregon

NOT[illegible] L
State Highway Engineer

Gentlemen:

It would be very desirable from the standpoint of future recreational development in the vicinity of Eagle Creek if a road could be constructed from the main highway at the mouth of Eagle Creek to the top of the bench east of the mouth of the creek and north of the highway. The construction of this short piece of road is comparatively inexpensive and it is practicable to locate it to pass under the railroad bridge and thus avoid a railroad crossing.

Mr. Pierson, the engineer in charge of the work there is familiar with the proposed project and has approved the construction subject to your verification. I understand the contractor who is making the cut at that point has some equipment on the area which will have to be removed in some way, probably over the suggested road.

With the construction of this short piece of road we will be able to develop a very attractive picnic grounds overlooking the lake.

Very truly yours,

A. O. WAHA,
Forest Supervisor

By
Foster Steele
Acting.

CC: State Highway dept.✓
Ranger Weeman
Wiesendanger

FORM 5-A-7 10810 10M 2-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

174 e

OREGON STATE HIGHWAY COMMISSION

SALEM

June 11, 1935.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. K. D. Lytle,
Division Engineer,
Bend, Ore.

Dear Sir:

Provision must be made for surfacing the detour roads on the Eagle Creek Section of the Columbia River Highway. It is also necessary to reconstruct the entrance to their grounds at Sta. 1792. The contractor will do the grading, but the highway department must surface the new road.

Please submit state force order to cover this work.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

HGS/H

CC to
R.H. Baldock

NOTED
State Highway Engineer

Constr.
Copies
Contract Awards

1740

May 29, 1935

Mr. Tom Lillebo
Reedsport, Oregon

Dear Sir:

By express we are forwarding to you a fully executed copy of contract No. 1740 awarded to you on May 2, 1935, for the construction of a bridge over Eagle Creek near Bonneville, on the Columbia River Highway in Multnomah County.

This copy is for your records and files.

Very truly yours,

OG

Secretary

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREGON

IN YOUR REPLY PLEASE
REFER TO FILE No. Federal

May 27, 1935

RECEIVED
MAY 29 19
STATE HIGHW
OREGON

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This will confirm our verbal concurrence today in the award by the United States War Department of the work involved in the grading of Oregon U.S.Public Works project NRH 174-C, the Eagle Creek section of the Columbia River Highway to Orino, Berkemeier & Saremal, who submitted the low bid.

Very truly yours,

W H Lynch
W. H. LYNCH
District Engineer

REFERRED TO
Probert
State Highway Engineer

Federal

May 27, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

We are advised by Major C. F. Williams, District Engineer of the U. S. War Department, that award is proposed to be made today of the contract for the joint railway-highway grading project at Eagle Creek, which project includes the Public Works Highway Project to which the number NRH 17A-C has been assigned. The award is proposed to be made to a contracting firm doing business under the name Grim, Birkemeier & Seremel Company.

If the award of contract as above indicated meets with your approval, please advise us of your concurrence.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:ER

FORM 2-K-1 19011 1500 1-35
COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

J. M. DEVERS
ATTORNEY

OREGON STATE HIGHWAY COMMISSION
SALEM

Portland 174

May 18, 1935

Major C. F. Williams,
War Department,
627 Pittock Block,
Portland, Oregon.

Dear Major Williams:

At the Commission meeting held in Portland a few days ago the form of agreement which was prepared in your office was submitted to the Commission for approval, which agreement covered the proposed joint operations by the Government and the State in the Bonneville area. The Commission's attention was particularly directed to subsection "B" under topic 2, concerning obligations of the State, and I was authorized to say to you that the Highway Commission will approve and execute the agreement providing said section is modified to read as follows:

> "B. In so far as the State Highway Commission has authority to bind the State, the State shall hold and protect the Government safe and harmless from any liability for injury to persons or property caused by any act, neglect or omission of the Government, or of its contractors, agents or employes, in the prosecution of the work for the State covered by this agreement. It is specifically understood, however, that nothing contained herein shall be construed to obligate or bind the Commission, or any member of the Commission, in their joint or individual capacities."

The Commission has been advised that the Government will exact from its contractors a bond which will indemnify not only the Government but the State of Oregon, its officers or agents, against any damage, injury or loss occasioned by the conduct, activities or operations of the Government's contractors. The Commission in accepting or agreeing to execute some such agreement as has been proposed has done so on the assumption that such bond will be executed and the Commission may have a copy of the same.

I want to compliment the one who drafted the proposed agreement for I think that the subject has been very thoroughly and plainly covered.

Yours very truly,

JMD:PW

J. M. DEVERS

174 C

May 6, 1935

Mr. W. M. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

We are submitting herewith five copies of the specifications prepared by the U. S. Engineers for the joint railway-highway project between Bonneville and Cascade Locks, which project includes the grading of the Eagle Creek Section of the Columbia River Highway, Public Works Project No. NRH 174-C.

The estimate and plans for this project were submitted to you along with the plans for the piers for the bridge over Eagle Creek.

It is our understanding that the U. S. Engineers propose to receive bids for the joint project on May 21st.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:ER

Encl.

ADDRESS REPLY TO
THE DISTRICT ENGINEER
XXXXXXXXXX

REFER TO FILE NO. ....

FORM NO. 1
WAR DEPARTMENT
OFFICE OF THE DISTRICT ENGINEER
Second Portland District
PORTLAND, OREGON

627 Pittock Block

May 4, 1935.

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Enclosed herewith are six copies of the specifications covering the continuation of the reconstruction of the O.W.R.R. & N. Co., of which the proposed joint cut east of Eagle Creek is a part. I am not sending a set of the drawings as they are numerous and would probably be of no interest.

A tentative contract is under preparation covering the proposed joint work, right of way, damage and flowage, to which will be attached exhibits, incorporating the alignment of your permanent highway and the detours.

This will be forwarded to you for your consideration as soon as possible.

Yours truly,

AM Kennett

for- C. F. Williams,
Major, Corps of Engineers,
District Engineer.

encl:
6 copies specs

Federal

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREGON

May 6, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are today recommending approval of the plans and specifications covering the Eagle Creek grading section of the Columbia River Highway, Oregon U.S.Public Works highway project NRH 174-C.

This is your authority for advertising for bids.

Very truly yours,

W. H. LYNCH
District Engineer

By F E Andrews
F. E. Andrews
Sr. Highway Engineer

Bid

May 3, 1935

Mr. Tom Lillebo
Reedsport
Oregon

Dear Sir:

This letter is to inform you that the State Highway Commission has accepted the bid submitted by you on May 2 for the construction of four piers for a bridge over Eagle Creek on the Columbia River Highway, approximately 1½ miles east from Bonneville in Multnomah County, and has awarded to you the contract for such work at your bid price of $31,675.00.

Please consider this letter as your authority and our request to commence immediate construction of this project.

Contract forms will be sent you shortly for execution.

Very truly yours,

Secretary

AJ

cc Bridge Dept.

174-c

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. Oregon NRH 174-C

POST OFFICE BUILDING
PORTLAND, OREGON

July 26, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:-

Enclosed are two copies of proposed project agreement for Oregon USPW Highway Project No. NRH-174-C, for signature by the Commission and return to this office.

Signature should be withheld until the execution of the agreement between the State Highway Department and the War Department regarding funds and the insertion of this date in Article I of the project agreement.

We have not yet received the revised typical section sheet R-1-57 (on standard size sheet), referred to in par. 310 of the proposal, showing the portions A, B and C by this designation. Please submit four copies as soon as possible.

Approved copy of the detail estimate, on which the project agreement is based, together with approved copy of specifications of both contracts, is also enclosed.

Very truly yours,

W. H. LYNCH
District Engineer

By L Caufield
L. J. Caufield
Highway Engineer.

Encls.

R. H. Baldock

FORM 8-6-1 16619 15M 8-34
COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

1712

July 24, 1935.

IN REPLY PLEASE REFER TO FILE NO.

Mr. K. D. Lytle,
Division Engineer,
Bend, Ore.

Dear Sir:

Referring to your letter of July 22, 1935, regarding the width of the fill to be placed around the east two piers of the Eagle Creek bridge, please be advised that the plan tentatively adopted for all this fill was as follows:

From the mouth of the Eagle Ridge cut west to the East pier of the bridge, width of subgrade to be 93 feet, 23 feet on north of center line and 70 feet on south of center line. This portion of fill to have slopes of 1½ to 1.

From the east pier a berm extending along the highway a distance of 50 feet to Sta. 1779+28. This berm would be level and about 5 feet below grade of highway at Pier No. 4. At Sta. 1779+28 berm would be about 60 feet wide, 30 feet on each side of center line. The slope from top of berm would be two to one in all directions, west of a line at right angles to center line at Sta. 1779+28. The slope on the south side of this 50 foot berm would warp from the one and one half to one slope opposite Sta. 1779+78 to the two to one slope at Sta. 1779+28. The two to one slope from the top of the berm at Sta. 1779+ 28 would run out beyond pier No. 3 and would be 60 feet wide on top.

Please advise Mr. Pearson that it is the desire of this department that the slopes and fills around the piers be made in this manner. The original 40 foot vicinity map on which this layout was made is being forwarded under separate cover.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

Dictated by
H. W. Libby
H.

CC to
R. H. Baldock

PP 174-C

July 9, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement for the Eagle Creek Section, Project No. NRH 174-C.

The copy of tabulation of bids for the grading work to be done under the supervision of the U. S. Engineers, in connection with the reconstruction of the railroad is being returned under separate cover, which copy was submitted by your office for our use in preparing the agreement estimates.

We are likewise sending, under separate cover, three copies of an agreement signed by Major C. F. Williams, Corps of Engineers, District Engineer and the State Highway Commission concerning payment by the Government for a portion of the cost of the work. While these papers indicate the government will cooperate to the extent of $47,000.00, there is no definite statement to that effect and we have, accordingly, set-up the funds in the agreement estimate to show this amount to be paid from "State or Other Funds."

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ER

Encl.

G.C. G.C.

Oregon State Highway Department

U. S. Public Works
Project No. NRH 174-C

EAGLE CREEK SECTION OF THE
COLUMBIA RIVER HIGHWAY IN MULTNOMAH COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, July 9, 1935

ROADWORK

14	acres	Clearing and Grubbing	$ 300.00	$ 4,200.00
72,000	cu. yds.	Solid Rock Excavation	0.70	50,400.00
50,000	" "	Unclassified Excavation	0.30	15,000.00
700,000	yd. sta.	Overhaul ("A")	0.035	24,500.00
50	lin. ft.	18" Culvert Pipe	2.50	125.00
50	" "	24" Culvert Pipe	5.00	250.00
			Sub-total	$ 94,475.00
			10% Engr. & Cont.	9,447.50
			Total	$ 103,922.50

EAGLE CREEK BRIDGE

Abutments

2,400	cu. yds.	Excavation	$ 3.80	$ 9,120.00
100	" "	Excavation below plans	4.00	400.00
1,000	" "	Class "A" Concrete	19.50	19,500.00
59,000	lbs.	Metal Reinforcement	0.045	2,655.00
			Sub-total	$ 31,675.00
			10% Engr. & Cont.	3,167.50
			Total	$ 34,842.50

Length of Roadway	0.390	mile
" " Bridge	0.088	"
Total length	0.478	"
Cost per mile, Roadway	$266,467.94	

SUMMARY OF FUNDS REQUESTED

Item	Total Cost	NRH Funds	State or Other Funds
Roadway	$ 103,922.50	$ 68,723.73	$ 35,198.77
Bridge Abutments	34,842.50	23,041.27	11,801.23
	$ 138,765.00	$ 91,765.00	$ 47,000.00

State Funds for Constr: Chap. 175, Laws 1917; Chap. 31, Laws 1920
State Funds for Maint: Chap. 41, Laws 1927

Oregon State Highway Department

U. S. Public Works
Project No. NRH 174-C

EAGLE CREEK SECTION OF THE
COLUMBIA RIVER HIGHWAY IN MULTNOMAH COUNTY

(Estimate to accompany plans. Not as basis for project agreement).

Salem, Oregon, April 16, 1935.

ROADWORK

14	acres	Clearing and Grubbing	$250.00	$ 350.00
72,000	cu. yds.	Solid Rock Excavation	1.10	79,200.00
50,000	" "	Unclassified Excavation	0.55	27,500.00
700,000	yd. sta.	Overhaul ("A")	0.01	7,000.00
50	lin. ft.	18" Culvert Pipe	2.50	125.00
50	" "	24" " "	3.50	175.00
			Sub-total..........	$114,350.00
			10% Engr. & Cont..	11,435.00
			Total..............	$125,785.00

EAGLE CREEK BRIDGE

Abutments:

2,400	cu. yds.	Excavation	$ 4.50	10800.00 $ ~~1,080.00~~
100	" "	Excavation below plans	8.00	800.00
1,000	" "	Class "A" Concrete	18.00	18,000.00
59,000	lbs.	Metal Reinforcement	0.05	2,950.00
			Subtotal...........	$ 22,830.00
			10% Engr. & Cont...	2,283.00
			Total..............	$ 25,113.00

Length of Roadway	0.390 mile
" " Bridge	0.088 "
Total length	0.478 "
Cost per mile, Roadway	$322,525.64

SUMMARY OF FUNDS REQUESTED

Item	Total Cost	NRH Funds	State Funds
Roadway	$125,785.00	$ 58,183.63	$ 67,601.37
Bridge Abutments	25,113.00	11,616.37	13,496.63
	$150,898.00	$ 69,800.00	$ 81,098.00

FORM 5-A-1 16810 15M 9-34
COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

174C

OREGON STATE HIGHWAY COMMISSION

SALEM

June 20, 1935.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. K. D. Lytle,
Division Engineer,
Bend, Ore.

Dear Sir:

The Bonneville Dam authorities have been authorized to construct a road to the Forest Homesites opposite Station 1795 on Eagle Creek Ridge. This will be included in the State Highway yardage.

The survey has been made by the Forest Service and arrangements should be made by you to surface it with minimum amount of pit run conformable to existing service road now leading to these buildings.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

HGS/H

CC to
R.H. Baldock
F.S. Walters

FORM 9-A-1 16610 10M 9-34
COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

174 C

OREGON STATE HIGHWAY COMMISSION

SALEM

June 19, 1935.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. H. G. Smith,
Construction Engineer,
Office.

Dear Sir:

Yesterday I met Mr. Pierson, Resident Engineer for the U. S. Engineers, Mr. Weisendanger, Forest Ranger and Mr. Murray, Engineer for the Forest Service at Eagle Creek, and went over a proposed service roadway leading from the cabins on the right of the new highway at the top of the Eagle Creek cut south to a connection with the present highway near the Eagle Creek Ranger Station.

The Forest engineers have estimated this connection to cost $2,646 according to attached copy of their estimate. It is probable that the total cost will not exceed $3,500.00

This connection is necessary to serve the present cabins which are to remain until the Bonneville Dam work is completed and to serve an over night parking area in the future. The location is reasonable and practical. It is not practical to build this road from waste from the cut as the side hill is too steep. Entire fill would involve stripping the side hill of timber over too great an area.

The Army wishes a decision on this project today by phone to Major McKennent as the contractor is ready to break through the top of the cut, thus taking out the present service road. Mr. Orino told me he had room for only one shot before he would interfere with the service road.

I recommend that approval be given for the construction of this service road. If possible it might be well to try to limit cost to $3,500 or $4,000.

Yours very truly,

H. W. LIBBY,
Chief Locating Engineer.

HWL/H

CC to
R.H. Baldock

June 12, 1935

Oregon State Highway Commission

Gentlemen:

Herewith communication which Major C. F. Williams of the U. S. Engineers' office has requested that the Highway Commission sign.

Attached hereto is a copy of the tentative contract explaining the matter and a communication from Mr. Devers recommending that the Commission sign the letter in order to carry out our agreement with Major Williams with respect to the property at Eagle Creek. Major Williams feels that he must have something in writing to support him and I would earnestly recommend that you sign this paper and return it so that I can send it to Major Williams. Please sign two copies, one for our files and one for Major Williams' files.

Very truly yours,

State Highway Engineer

RHB:HI

(Joint cut east of Eagle Creek)

ESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

J. M. DEVERS
ATTORNEY

OREGON STATE HIGHWAY COMMISSION
SALEM

June 8, 1935

Mr. Henry F. Cabell, Chairman,
State Highway Commission,
Failing Building,
Portland, Oregon.

Dear Mr. Cabell:

You will recall that there was presented to you for your signature at the last meeting a letter submitted by Major Williams, representing the Federal Goverhment. You were unable to sign the letter at that time because of a lack of knowledge of its purpose and effect.

For your information I am inclosing a copy of a proposed agreement which has been considered in a general way by the Highway Commission and approved; provided that subsection "D" under topic 2 was changed to meet suggestions made by the Commission. The change was made and then the contract sent to Washington for approval, and , I understand, has been approved by the Washington authorities. However, the contract cannot be executed by the parties as yet for the State has not acquired title to the property involved. That property is being acquiredby condemnation proceedings now pending in the Circuit Court of the State of Oregon for Multnomah County. A part of this same property is involved in condemnation proceedings instituted by the Federal Government and pending in the Federal Court.

The effect of the letter written by Major Williams is simply to confirm the tentative agreement and express the purpose and intention of the Commission to join in the execution of that agreement as soon as the State has acquired title to the property involved. If we never acquire title and are never in a position to execute the agreement, then, of course, this letter would have no effect.

Yours very truly,

J. M. DEVERS

JMD:PW
cc R. H. Baldock

April 10, 1935

Major C. F. Williams
Chief Engineer, Bonneville Project
341 Pittock Block
Portland, Oregon

NOTED
State Highway Engineer

Attention: Major McKennett

Dear Sir:

For your use in connection with the preparing of plans and specifications for the joint railway-highway project at Eagle Creek, we are submitting herewith some suggested specifications and a set of plans for the highway portion of the work.

Relative to the plan which we have specified for the handling of the embankment construction at the bridge, we wish to advise that we will receive bids for the pier construction on May 2nd, and that we will require completion of the first and second piers from the east end, by July 1st. This will insure the piers being in shape to have the embankment materials placed around them by July 15th at the very latest, which should be satisfactory to the grading contractor.

You will note that we are asking you to make provision in your contract for the excavation of the required channel changes. We are not sure whether you had or had not intended to include that work. It is better included in the grading contract, we think, than in the bridge contract, particularly in view of the fact that one of the changes is made necessary by the grading work and has nothing to do with the bridge construction work.

We would like to have the privilege of laying out the detour roads and of setting the finishing stakes for both the highway and the detour roads, to insure construction in accordance with our standards for superelevation, etc.

The Bureau of Public Roads has made its tentative advance approval of the project contingent upon the contract containing "provisions substantially meeting the requirements of the Rules and Regulations and special provisions applicable to Public Works Projects" and upon approval of the plans and estimates by the Bureau prior to advertising for bids. Copies of the Rules and Regulations and of the special provisions referred to are being sent to you herewith, so that the Bureau's requirements in that respect may be conformed with.

As the Bureau requires five (5) sets of the plans, specifications, bid blanks, etc., we ask that you send us a total of six copies. We will then prepare estimates and other supplemental information as required by the Bureau and forward them to the Bureau for approval. A period of from three to five days should be allowed for this procedure after the plans have reached us, so it rather appears that it may not be possible to send out the call for bids on April 15th as was desired.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:MH

Encl.

SUGGESTED SPECIFICATIONS FOR GRADING
HIGHWAY PORTION OF JOINT RAILWAY-
HIGHWAY PROJECT AT EAGLE CREEK

Clearing and Grubbing:

1. The area within which all required clearing and grubbing work is to be performed should be specified to be either (1) the area included within the clearing limit lines shown on the plans, plus such additional areas as may be required for waste banks, or (2) all areas occupied by roadbed excavations, roadbed embankments, channel change excavations, waste banks, and excavations and embankments for detour roads.

2. As a part of the clearing and grubbing work, the contractor should be required to remove the log jam in Eagle Creek opposite Highway Stations 1778 to 1780, and to dispose of, by burning, all logs, trees, roots, stumps, brush and other matter and debris contained therein.

3. Provision should be made for the removal and disposal of all cabins and other buildings within the area to be cleared and grubbed unless other arrangements are to be, or have been, made for their removal.

Roadbed Excavations:

1. Roadbed excavations are to be taken out to the widths, grades and alignment indicated by the plans.

2. Such removal of existing pavement as is required in connection with the project shall be considered a part of the excavation work and will be so paid for.

3. The bottoms of roadbed excavations for both the main highway and the detour roads shall be leveled accurately to specified or ordered grades, crowns and superelevations, and finished to a smooth surface free of protruding rocks, boulders and stones and free of holes, voids, depressions, humps and other unevenness.

Channel Change:

1. Provision should be made for construction of channel changes in Eagle Creek as indicated on the plans.

2. The channel changes shall be made far enough from the highway center line to leave space for the ultimate widening of the highway embankment to a width of seventy (70) feet on the south side of center line.

3. Materials may be disposed of in present stream channel or elsewhere as the contractor may elect.

4. Cost of channel change construction will be borne by the State Highway Commission the same as highway roadbed construction.

Embankment Construction:

1. Highway roadbed embankments are to be constructed to the widths, grades and alignment indicated by the plans, except that within the limitations stated in the paragraphs which follow, the embankments may be constructed to greater than specified width as a means of disposing of excess excavated materials.

2. Embankments to be constructed shall include in addition to highway roadbed embankments between Stations 1778+20 and 1800+40, the embankments required for the detour roads hereinafter referred to.

3. Between Station 1779+75 and 1782+00, the embankment may be widened to a top width of 70 feet on the south side of the center line, as a means of disposing of excess roadbed excavation material. No excess materials shall be wasted between Stations 1782+00 and 1788+00, as the available waste area at that location is to be reserved for use by the U. S. Bureau of Public Roads in the wasting of excess materials from proposed highway construction south of the proposed new bridge over Eagle Creek. (Note: This requirement may be changed if arrangements can be made to deposit excess materials from the B. P. R. work on the area north of the new railway location at about Ry. Station 2176).

4. Embankments east of Station 1796 may be widened to whatever extent may be approved by the Bonneville authority and the U. S. Forest Service.

5. Embankments and waste banks adjoining embankments shall be constructed in horizontal layers of thicknesses not exceeding twenty-four (24) inches.

6. Tops of embankments shall be finished to a depth of at least twelve inches with selected rock material containing no rock fragments, boulders or stones having diameters greater than six (6) inches.

7. Piers for the new bridge over Eagle Creek are to be located at approximately Stations 1779+78 and 1778+36. They are to be constructed under a contract to be let by the State Highway Commission and are not expected to be completed before about July 15, 1935. Until such time as these piers are completed, the grading contractor shall deposit no embankment materials within fifty (50) feet of either pier.

8. After the bridge piers above referred to are completed and the forms have been removed therefrom, the grading contractor shall complete the embankment to and around the piers as the plans indicate, it being understood that the top of the embankment is to extend to Station 1779+25, completely surrounding the end pier at the east end of the bridge, and that the end of the embankment is to be finished to a 2:1 slope.

9. The embankment at the end of the proposed new bridge shall be built up in horizontal layers of thicknesses not exceeding twenty-four (24) inches. The embankment materials shall be placed in such manner that no rocks or boulders will roll against the piers, and in such manner that the piers are at no time subjected to side or end thrust forces of any considerable magnitude.

Detour Roads and Road Connections:

1. In order to properly provide for the traffic using the existing highway which crosses the project at Station 1789+60 and again at Station 1794+00, detour roads shall be provided as indicated by the plans.

2. Detour Road No. 1 shall be graded and put into use before the excavating of the railway portion of the big cut between Stations 1788 and 1798 is commenced. This detour road shall be graded to the grade and alignment ordered by the engineer, it being understood that all excavation in connection with the same is to be within the prism of excavation of the big cut and that the roadway width is to be not less than thirty (30) feet.

3. When Detour Road No. 1 has been graded, it will be surfaced by the State Highway Commission, following which traffic shall be turned over it. The big cut, except such portions thereof as must be left unexcavated to serve as support for Detour Road No. 1, shall then be removed, and Detour Road No. 2 shall be constructed, the construction being in accordance with lines and grades set by the engineer.

4. When Detour Road No. 2 is graded, it will be surfaced by the State Highway Commission, following which traffic shall be turned over it, and the balance of the big cut taken out.

Controlling and Safeguarding of Traffic:

1. The work to be done under the contract shall be so performed that it will at no time be necessary to interrupt highway traffic for periods longer than fifteen minutes.

2. The grading contractor shall do all things necessary to satisfactorily control, direct and safeguard the highway traffic, and he shall be liable for all damage to property and injury to persons that may be caused by or that may result from any act, omission or neglect in the controlling, directing and safeguarding of traffic or in the carrying out of the work to be done under the contract.

3. The contractor shall furnish, place and maintain all necessary lights, barricades and warning signs and shall provide all needed flagmen and watchmen. Particular precaution shall be taken to safeguard traffic and prevent accidents during periods that excavated materials are being hauled across the traffic lane.

4. Detour road surfacings will be maintained by the State Highway Commission.

Portland, Oregon, May 2, 1935

The State Highway Commission met in regular session at 9:00 o'clock a. m. in the Auditorium of the Public Service Building.

Present were:

Henry F. Cabell, Chairman
E. B. Aldrich, Commissioner
Carl G. Washburne, Commissioner
R. H. Baldock, State Highway Engineer
J. M. Devers, Attorney
H. B. Glaisyer, Secretary

* * * * * * * * * *

The Commission had under consideration the matter of a relocation of the Columbia River Highway between Troutdale and Cascade Locks, and the matter of the adoption and approval of the proposed new route and the adoption and approval of the survey of the Eagle Creek Section of said route. Whereupon Commissioner Aldrich moved and Commissioner Washburne seconded the adoption of the following resolution, which motion received the unanimous vote of the members of the Commission and was declared carried and the resolution adopted, to wit:

WHEREAS, the Columbia River Highway between Troutdale and Cascade Locks, as now located, constructed and in use, employs many dangerous curves, steep grades, imperfect alignment, and narrow roadbed; and

WHEREAS, a portion of said existing highway will be encroached upon by the relocated and reconstructed line of the Union Pacific Railroad in the vicinity of Bonneville Dam, and by reason thereof it is deemed advantageous to reconstruct said highway prior to the operation of the railroad over its new alignment; and

WHEREAS, the construction of the Bonneville Dam will necessitate a reconstruction of the Eagle Creek Bridge now a part of the existing Columbia River Highway, and it is deemed to be for the best interests

6C 60

of the general public that said bridge be constructed on the new highway alignment rather than reconstructed on the existing alignment; and

WHEREAS, for the purpose of providing a thoroughfare having more perfect alignment, easier grades, safer curves and one that will lend itself more effectively to economy of maintenance and operation thereover, the Commission heretofore determined to relocate and reconstruct the Troutdale-Cascade Locks Section of said highway; and

WHEREAS, pursuant to the order, authorization and instruction of this Commission the State Highway Engineer has made a reconnaissance survey of a proposed route along which to relocate and reconstruct the Columbia River Highway between Troutdale and Cascade Locks and has in detail surveyed the Eagle Creek Section of said route, which said proposed route and survey are now before this Commission for approval and adoption; and

WHEREAS, after due consideration it is the judgment and decision of this Commission that the best interest of the State and the general public will be served by the adoption of said proposed route between Troutdale and Cascade Locks and the approval and adoption of the said survey of the Eagle Creek Section of said highway;

NOW, THEREFORE, BE IT AND IT HEREBY IS RESOLVED by the State Highway Commission, all members being present and affirmatively participating, as follows:

1. That the route of the Columbia River Highway between Troutdale and Cascade Locks be altered, modified and changed to conform to the route proposed by the State Highway Engineer, by which change and modification the route between said points shall be and the same hereby is defined and described in general as follows, to wit:

> Beginning at a point at or near Troutdale in Multnomah County, Oregon, crossing the Sandy River and the Union Pacific Railroad and extending thence easterly closely paralleling the Columbia River; thence along or near the Union Pacific Railroad to a point at or near Dodson; thence recrossing the Union Pacific Railroad and following generally the route of the existing highway but on a different alignment and grade to a point at or near Cascade Locks in Hood River County, Oregon.

2. That the survey of the Eagle Creek Section of said highway hereby is approved and adopted, and the Engineer is hereby authorized and directed to prepare plans and specifications for the construction of said Eagle Creek Section of the Columbia River Highway along said route and in harmony with said survey, the particular location of said section being defined as follows, to wit:

Beginning at a point on the existing Columbia River Highway, which point is approximately 800 feet north and 600 feet east of the south one-quarter corner of Section 21, Township 2 North, Range 7 East of the Willamette Meridian, Multnomah County, Oregon; thence running in a general northeasterly direction to a crossing with Eagle Creek at a point approximately 800 feet upstream from the confluence of said Creek with the Columbia River; thence continuing in a general northeasterly direction to a point which is approximately 1,000 feet south and 400 feet west of the northeast corner of Section 22, Township 2 North, Range 7 East of the Willamette Meridian, Multnomah County, Oregon; being approximately 1.5 miles in length.

3. That the map upon which is reflected and shown the location and alignment of the survey of said Eagle Creek Section, which map for identification bears the date of May 2, 1935, and likewise bears the signature of R. H. Baldock, State Highway Engineer, be and the same hereby is approved and adopted as the official map in the records and files of the State Highway Commission showing and reflecting the location and alignment of the said Eagle Creek Section of the Columbia River Highway.

4. Be it further resolved that this resolution be entered in the minutes and records of the Highway Commission.

LOT 8

UMBIA RIVER
MULTNOMAH CO
HOOD RIVER CO

ADDRESS REPLY TO
THE DISTRICT ENGINEER
300 CUSTOMHOUSE
REFER TO FILE NO. XXXXXXXXXX

Forest

FORM No. 9.21
WAR DEPARTMENT
OFFICE OF THE DISTRICT ENGINEER
PORTLAND, OREGON

Second Portland District
627 Pittock Block

May 2, 1935

Mr. A. O. Waha
Forest Supervisor
516 Post Office Bldg.
Portland, Oregon

Dear Sir:

Mr. R. H. Baldock, State Highway Engineer, has forwarded to me your letter of April 16th requesting information relative to leases to individuals occupying cabins on forest property in the vicinity of the proposed joint cut East of Eagle Creek.

The enclosed sketch shows the center lines of the proposed railroad and highway, and the outside slope of the excavation on the South side, based upon a 1 to 1 slope.

It is probable that this slope will not average more than 1/2 to 1, but provision should be made for the maximum. This portion of the ground will be right of way for the highway, and I am not informed how great a width will be requested. Clearing limit is shown as given me by the highway department.

It is evident that the construction will cause the cancellation of several leases which lie within the proposed work to the extent of the taking by the highway.

There will be considerable hazard to other buildings adjacent to the excavation on account of blasting. The contractor will use reasonable care in such blasting and is charged with responsibility for damage to private property caused by his operations.

I believe when the contract is let, this matter can best be worked out with the contractor.

It is expected that the contract for the work will be awarded during the last week in May.

Yours truly,

REFERRED TO
By State Highway Engineer

C. F. Williams,
Major, Corps of Engineers,
District Engineer.

cc: Mr. R. H. Baldock ✓

Encl.

Federal

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREGON

May 2, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence in the award of contract, as of this date, for Oregon U. S. Public Works highway project NRH 174-C, piers for Eagle Creek Bridge on the Columbia River Highway, to Tom Lillebo, Reedsport, Oregon, who submitted the low bid.

Very truly yours,

W H Lynch
W. H. LYNCH
District Engineer

Consist:
Leases & R/W

April 16, 1935

26-2

112-26

Major C. F. Williams
Corps of Engineers
District Engineer
Bonneville Dam Section
341 Pittock Block
Portland, Oregon

Dear Sir:

Bonneville Dam

There are certain features in the attached inquiry of A. O. Waha, Forest Supervisor, particularly those inquiring whether it will be safe for permittees to live adjacent to the Eagle Creek cut, that you no doubt will wish to pass upon. I am, therefore, referring his letter to you for answer respecting those details.

Very truly yours,

State Highway Engineer

HGS:HI

cc Mr. A. O. Waha

April 18, 1935

Mr. A. O. Waha
Forest Supervisor
Mt. Hood National Forest
518 P. O. Building
Portland, Oregon

Dear Sir:

Regarding your inquiry concerning homesites on the bench east of Eagle Creek Camp as affected by the joint highway and railroad cut through Eagle Creek ridge:

It will be necessary to recheck in the field to see if any new buildings have recently been constructed, but it is apparent many of these will have to be moved as we will require a 150-foot right of way on the south side of the centerline.

Since the actual construction supervision will be in charge of the War Department Engineers, I am referring your letter to Major Williams for his opinion concerning the nearness permissible for safety.

We will furnish maps of the required right of way in the near future.

Very truly yours,

State Highway Engineer

HGS:HI

cc Major C. F. Williams

UNITED STATES DEPARTMENT OF AGRICULTURE

FOREST SERVICE
Mt. Hood National Forest

COPY

516 P. O. Bldg.,
Portland, Oregon.
April 16, 1935.

State Highway Engineer,
Salem, Oregon.

Dear Mr. Baldock:

As you probably know, the Forest Service has leased land for homesite purposes on a bench east of Eagle Creek Camp on the Columbia River Highway. Permits have been issued to 36 persons who are employed on work in connection with the construction of the Bonneville dam. For the most part these people have constructed small cabins, although there are several tent houses and a few habitations on wheels. The permits comprise a stipulation that they will be ineffective after the completion of the dam. Accordingly when they were issued, the permittees naturally expected that they would be able to occupy their buildings until construction work had terminated.

At that time no plans had, of course, been made for making any changes in the location of the highway. Now that it has been decided to locate the highway alongside of the railroad in an open cut east of Eagle Creek, a portion of this homesite area must necessarily be used in the construction of the highway. Just how many of the homesite tracts will have to be vacated on account of construction work is not known and it is for the purpose of definitely determining this, I am writing you. Even if it may be decided that only several of the temporary homes will have to be permanently abandoned, do you believe that while the highway is under construction at this point, it will be entirely safe for other permittees to continue living in their places? Undoubtedly you know the probable amount of blasting that will be necessary.

It will be necessary for me to give as much advance notice as is practicable to the permittees who will have to give up their places, so I shall appreciate your early advice. It is assumed that you have a map on which the location of the 36 homesites are shown.

Very sincerely yours,

A. O. WAHA,
Forest Supervisor.

Federal

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREGON

April 17, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The plans, specifications and estimate for Oregon U.S. Public Works highway project NRH 174-C, the Eagle Creek section of the Columbia River Highway, have today been recommended for approval. This is your authority for advertising for bids on construction of the piers for the Eagle Creek bridge portion of the project.

Prompt submission of the bid tabulation and the agreement estimate will be appreciated.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

April 10, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

The proposed improvement on the Eagle Creek Section of the Columbia River Highway in Multnomah County will be handled under four contracts, as follows:

		Rough Estimates of Cost
1.	Grading	$ 95,000
2.	Bridge Piers	50,000
3.	Bridge Superstructure	75,000
4.	Surfacing	15,000
		$235,000

The only federal funds immediately available for this work is an accumulated balance of approximately $70,000 of 1934 NRH funds. We propose to use $50,000 of this $70,000 to construct the bridge piers, and to use the remaining $20,000, together with $75,000 of state funds to do the grading work, it being understood that of the $75,000 of state funds, approximately $40,000 would be the amount to be paid to the state by the War Department as damages for the flooding of the old highway, and it being further understood that, if and when additional 1934 NRH funds accumulate, they may be substituted for a part or all of the remaining $35,000 of state funds.

To finance the construction of the bridge superstructure and surfacing, we propose to use 1935 NRH funds, if and when such funds accumulate, or 1936 NRH funds when they become available.

The bridge piers and bridge superstructure will be handled as one federal project, and the grading and surfacing work will be handled as another federal project.

Please advise as to whether or not the financing of the work as above outlined meets with your approval.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:ME

174-c

ADDRESS REPLY TO
THE DISTRICT ENGINEER
308 CUSTOMHOUSE

REFER TO FILE No. ....

FORM No. 1
WAR DEPARTMENT
OFFICE OF THE DISTRICT ENGINEER
PORTLAND, OREGON

Bonneville Dam Section
341 Pittock Block

April 13,1935

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

APR [illegible] 1935

Dear Sir:

This will acknowledge receipt of your letter of April 10th on the subject of proposed joint cut East of Eagle Creek, together with various enclosures, including a copy of your standard specifications and contract agreement for State Highway construction.

I have adjusted our specifications in accordance with your suggestions, so far as possible, and I believe all pertinent points are fully covered.

This morning I conferred with Mr. Davis of the Bureau of Public Roads, and we believe our form of contract does not differ essentially from their form, all moneys being expended under P.W.A. regulations.

In looking over your drawings enclosed with your letter, it appears to me that some study will have to be given to the matter of slope interference where the highway grade starts to ascend eastward on detour No. 2. Sufficient space must be provided for a track through the cut and it is also apparent that the permanent grade can not be constructed at present east of the connection with Detour No. 2. Probably, however, this has been considered, and I am sure satisfactory details can be worked out in advance of actual construction.

Our complete specifications will probably not be mimeographed ready for invitations before about the last of this coming week, but as soon as ready, I will forward you the six sets requested.

Mr. Davis believes all the plans you will need will be the three sheets submitted, as he will not be interested in our numerous drawings for the Railroad construction.

This plan except for typical section, and adjustment of position of Detour No. 2, seems to cover the situation.

REFERRED TO
H. B. Smith
State Highway Engineer

Please prepare an answer for me

The typical section as we plan it will be sent you in a few days.

The Railroad cut will be 29 feet on the north and 25 feet on the south from the Railroad center line at sub-grade, and an additional 46 feet on the south for the highway, plus the divergence of the center lines. Slopes are to be 1/4 to 1 in rock and 1 to 1 above the rock contact. At the top of the ridge borings taken on Railroad center line indicate that certain bed rock extends to about elevation 123 and probable bed rock to elevation 147 with landslide material to the surface at elevation 189.

A draft of contract between the State and the Government is now being studied, and if you have prepared one or have any form that might be applicable, from your standpoint, to the situation, I shall be pleased to receive a copy.

With reference to you laying out the detour roads and setting the finishing stakes for your grades, I would suggest the most satisfactory method would be to have the Government engineers do the actual staking, but in cooperation with your engineers, so far as special compliance with your standards are concerned. Our contracts provide that staking and direction of the work be under the contracting officer, and so far as the contractor is concerned, the highway portion is not separate from the whole.

Everything from this end will be expedited as much as possible.

Yours very truly,

Williams

C. F. Williams,
Major, Corps of Engineers,
District Engineer.

174-c

ADDRESS REPLY TO
THE DISTRICT ENGINEER
306 CUSTOMHOUSE

REFER TO FILE NO. ....

FORM NO. 1
WAR DEPARTMENT
OFFICE OF THE DISTRICT ENGINEER
PORTLAND, OREGON
Bonneville Dam Section
341 Pittock Block

April 10,1935

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

In compliance with your telephonic request of yesterday, I am enclosing a draft of the paragraph pertaining to the joint cut near Eagle Creek, under contemplation, which it is proposed to insert as a part of the specifications for the completion of the O.W.R.R.& N. Railroad construction.

This was written with the idea in mind that you might place a bulkhead to hold the embankment prior to the building of the bridge abutment. In case the abutment is built in time the embankment may be placed around it instead and other parts of the specifications under preparation take care of such conditions.

Any suggestions you have to offer will be appreciated.

Yours truly,

CF Williams

C. F. Williams,
Major, Corps of Engineers,
District Engineer.

by [illegible] Kennett.

EXCAVATION OF JOINT RAILROAD AND HIGHWAY CUT
Station 2190 to 2201 East of Eagle Creek

310. This excavation is to be made of sufficient width to accommodate both the proposed railroad and a future highway. All work in connection therewith shall be performed in accordance with specifications herein contained governing all other work of similar character. In order to provide a detour for the traffic on the present highway, a temporary road will be graded by the contractor as a part of the work to be performed hereunder, the excavation for which will lie within the ultimate slopes of the completed excavation, indicated as section "A" in the typical section of the cut shown on drawing R-1-57. After the northerly portion of the cut indicated as section "B" is completed so far as possible without disturbing the detour road as mentioned above, and connections by embankment made from the excavated material, and necessary adjustments at each end are completed, the highway traffic will then be transferred to a convenient position in northerly portion of the then completed cut and the remainder of the cut indicated as section "C" excavated and disposed of.

Material excavated from the cut will be disposed of so far as possible in embankments for the railroad and/or highway, waste areas adjacent to the cut, and the remainder hauled and deposited as backfill as specified under paragraph 307.

It is expected, but not guaranteed, that about 75 per cent of the excavated yardage will be deposited within the 1,300 feet haul limit.

Overhaul will be paid as specified in paragraphs 218 to 220, inclusive.

It is to be anticipated that conflict to a considerable degree will be had with the traffic on the highway, while the detour is being provided, and again while completing the excavation after the traffic has been transferred to the lower level.

The contractor shall, at his own cost and expense, provide all flagmen, warning and detour signs, lights and barricades, and accomplish any other measures necessary to provide safety for the traveling public, and maintain such detours and connections in a safe and satisfactory condition during the period of his operations, except however, crushed rock or gravel surface for such detour, which, after grading has been completed to receive same, will be placed by the State highway department, and maintained by it without cost or expense to the contractor, where not damaged or destroyed by the operations of the contractor. Where the contractor, by reason of crossing over or operating upon the highway or detour, within the limits of his work on this cut, or within the limits of the disposal areas for the material excavated from same, fouls the surface with excavated material, or cuts or breaks the surface of same, he shall at his own cost and expense, make any and all necessary repairs, clean the highway surface of above mentioned fouling material, and keep said section in a condition satisfactory to the contracting officer.

The same conditions shall prevail when the second detour is provided in the northerly portion of the cut, as above referred to, and shall continue until the entire excavation is completed and the finished subgrade prepared for the final position of the highway.

When the subgrade is completed and dressed in section and location shown on drawing R-1-57, or as staked on the ground, the State highway department will without cost or expense to the contractor, place a sub-base of crushed rock or gravel on such sub-grade, lay the pavement and complete the highway, within the limits of the work provided herein.

The State highway department may at a future date construct a bridge over Eagle Creek. In order to construct an embankment of the material taken from this cut, before the bridge foundations are placed, a crib or bulkhead may be constructed by the state, against which the embankment shall be built. In this event the contractor shall place the embankment against the crib and thoroughly tamp and compact same in manner specified for embankment in paragraphs 211 and 212.

No additional compensation for any expense or delay by reason of any conflict or interference with his operations by the highway, detour or their use by the public will be allowed to the contractor.

Such cost or expense, if any, shall be considered an incidental part of the work and included in the contract unit prices bid for excavation and overhaul, or any other items applicable to the work performed therein.

It is provided, however, that, before the completion of sections "A" and "B" as referred to above, and indicated on typical section drawing [illegible], and in any event not later than sixty (60) calendar days after actual excavation has commenced between Stations [illegible] to [illegible], the contracting officer may, if in his opinion it is to the interest of the United States to do so, eliminate and withdraw from the work scheduled to be performed under this contract, all or any part of the excavation and [illegible] of that portion of this cut hereinbefore referred to as section "B", estimated to be approximately [illegible] cubic yards of material of such classification as may be determined.

In this event the contractor will be allowed no claim for damages [illegible] by reason of the elimination or withdrawal of such work [illegible].

1 phone
date
1.15.
of
1/15.

FORM 5-A-1 16610 15M 9-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

174-C

April 10, 1935

IN REPLY PLEASE
REFER TO FILE NO.

Major C. F. Williams
Chief Engineer, Bonneville Project
741 Pittock Block
Portland, Oregon

Attention: Major McKennett

Dear Sir:

For your use in connection with the preparing of plans and specifications for the joint railway-highway project at Eagle Creek, we are submitting herewith some suggested specifications and a set of plans for the highway portion of the work.

Relative to the plan which we have specified for the handling of the embankment construction at the bridge, we wish to advise that we will receive bids for the pier construction on May 2nd, and that we will require completion of the first and second piers from the east end, by July 1st. This will insure the piers being in shape to have the embankment materials placed around them by July 15th at the very latest, which should be satisfactory to the grading contractor.

McKennett agreed by phone to extend date to Aug. 15. instead of July 15.

You will note that we are asking you to make provision in your contract for the excavation of the required channel changes. We are not sure whether you had or had not intended to include that work. It is better included in the grading contract, we think, than in the bridge contract, particularly in view of the fact that one of the changes is made necessary by the grading work and has nothing to do with the bridge construction work.

We would like to have the privilege of laying out the detour roads and of setting the finishing stakes for both the highway and the detour roads, to insure construction in accordance with our standards for superelevation, etc.

The Bureau of Public Roads has made its tentative advance approval of the project contingent upon the contract containing "provisions substantially meeting the requirements of the Rules and Regulations and special provisions applicable to Public Works Projects" and upon approval of the plans and estimates by the Bureau prior to advertising for bids. Copies of the Rules and Regulations and of the special provisions referred to are being sent to you herewith, so that the Bureau's requirements in that respect may be conformed with.

As the Bureau requires five (5) sets of the plans, specifications, bid blanks, etc., we ask that you send us a total of six copies. We will then prepare estimates and other supplemental information as required by the Bureau and forward them to the Bureau for approval. A period of from three to five days should be allowed for this procedure after the plans have reached us, so it rather appears that it may not be possible to send out the call for bids on April 15th as was desired.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:ME

Encl.

174-c

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREGON

April 8, 1935

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Reference is made to your wire of March 30th as to cooperation with 1934 NRH funds in the Eagle Creek cut on the Columbia River Highway.

We are in receipt of advice that these funds can be applied to this work which is to be contracted for by the Army Engineers providing the contract contains provisions substantially meeting the requirements of our Rules and Regulations and special provisions applicable to Public Works projects, and also that this reconstruction is a State obligation and is not necessitated by and chargeable to operations of another Government agency.

The procedure as to approval before advertising of the P.S.& E. papers and concurrence in award will be the same as for other Public Works highway projects.

Very truly yours,

W. H. LYNCH
District Engineer

By
F. E. Andrews
Sr. Hwy. Engineer

FORM 6-A-1 18874 7500 7-34
COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

April 4, 1935

IN REPLY PLEASE REFER TO FILE No.

Oregon State Highway Commission

Gentlemen:

This is a report on the alternate lines in the vicinity of Eagle Creek through what is known as Eagle Point on the relocated Columbia River Highway between Troutdale and Cascade Locks.

The U. S. Engineers are forced to relocate and reconstruct the Union Pacific Railway through this section. They are building the Tanner Creek bridge, driving a tunnel at Tooth Rock and propose to contract the Eagle Point Section if possible on April 15.

The construction of the dam will raise the water to a point necessitating reconstruction of the Eagle Creek bridge on the Columbia River Highway, and rather than reconstruct the present bridge or place a new bridge immediately to one side, I am recommending that we reconstruct the highway on a permanent alignment at this time. The U. S. Engineers acknowledge their obligation with respect to the reconstruction of the Eagle Creek bridge and offer to pay $40,500, which is the estimated cost of reconstructing the present structure, to apply on the construction of a new bridge on the permanent location, estimated at $70,000.

The line immediately east of the proposed bridge can occupy two locations; one a tunnel line through Eagle Point, the other an open cut used jointly by the Union Pacific railroad and the highway of sufficient width so there is room for both transportation facilities. The attached map illustrates the situation.

The attached estimate of the joint open cut and alternate tunnel lines gives a resume of the cost to all parties -- the U. S. Engineers, the State Highway Commission, the Bureau of Public Roads and the Forest Service. The computation of the cost of the alternate routes is complicated by the estimate of rights of way. A portion of the relocation is through the property of the U. S. Government (Forest Service) with which we will have no difficulty. The other portion is owned by E. G. Gudhart, who operates the Eagle Creek Campground and Service Station. The U. S. Engineers are condemning a right of way for the railroad through his property at the present time. It will be necessary for us to condemn for additional right of way for the highway. In all probability, by the time both suits are settled, the total price paid would equal nearly the entire value of the property.

The property is quite desirable for a park site. It is adjacent to the National Forest, and the Forest officials are very anxious to acquire title. The section south of the proposed highway will make an admirable parking place for cars, whereas the portion north of the proposed highway and railway will give a wonderful view from the top of the timber bridge adjacent to the proposed artificial lake. Access to the portion north of the proposed railway and highway location can be had by means of a footpath under the approaches to the Eagle Creek bridge. It is suggested that the park be owned by the Forest Service, inasmuch as it adjoins their property and is only a short distance from the buildings housing the U. S. Forest Rangers. We interviewed Mr. Buck with reference to the acquisition of this property and he stated that he was willing to recommend to his superiors the purchase of the property.

In view of the foregoing facts, I would recommend that the State arrange to condemn the entire tract owned by Mr. Gudhart totaling some thirty acres. The U. S. Engineers have agreed to pay one-third of the cost; Mr. Buck will recommend to his superiors the payment of one-half of the cost, leaving one-sixth of the cost to be paid by the Highway Commission. At an estimated price of $40,000, the cost would be as follows: U. S. Engineers, $13,300; State of Oregon, $6,700; Forest Service, $20,000. In the event that Mr. Buck's recommendation is not sustained by his superiors and the Forest Service will not purchase this property, it could be retained and operated as a state park for the benefit of the public, and I would recommend the purchase regardless of the uncertainty as to the participation of the Forest Service in the cost.

Now, with regard to the choice of the location as between a tunnel line and an open-cut line, will refer you to the attached tabulation. You will note that the total increased cost to the taxpayers will be $86,500 for the tunnel line over and above the joint open cut. The extra cost to the State will be $1,500; the Bureau of Public Roads, $65,000; and the U. S. Engineers, $20,000. Inasmuch as the Bureau funds are, in effect, state funds and are used to construct state highways, the entire $66,500 state and Bureau moneys would represent a loss to the State of Oregon.

I do not believe that the open-cut line will mar the scenery if properly handled, and advise that the Columbia Gorge Conservation Committee has approved the open-cut line. I would, therefore, recommend its acceptance.

Very truly yours,

RHBaldock

State Highway Engineer

RHB:HI

ESTIMATES OF ALTERNATE TUNNEL AND JOINT OPEN-CUT LINES THROUGH EAGLE POINT NEAR EAGLE CREEK ON THE COLUMBIA RIVER HIGHWAY

Estimates are made of total costs to all interested parties, including the U. S. Engineers, the State of Oregon, the Bureau of Public Roads and the U. S. Forest Service, and are predicated upon the assumption that the rights of way can be purchased for $40,000. They are also based upon an agreement that the U. S. Engineers will pay the State $40,500 for the reconstruction of the Eagle Creek bridge, which money can be used in the construction of the Eagle Point cut. The U. S. Engineers also agree to give the State of Oregon $4,500 in the event the open-cut line is taken, which represents the cost of building a highway detour trestle in the event the tunnel line is secured.

Open Cut Railroad and Highway

Excavation	200,000 cu. yd. at 80¢	$160,000	Railroad
"	115,000 " " " 80¢	92,000	Highway
Gravel and oil highway		5,000	
Right of way		40,000	
		$297,000	

Cost Divided as Follows

	Construction	Right of Way	Total
U. S. Engineers	$160,000 40,500#	$6,500* 13,500[1]	$220,500
State	5,000	200	5,200
Bureau of Public Roads	51,500		51,500
Forest Service		20,000	20,000
	$257,000	$40,000	$297,000

Payment of damage to Eagle Creek bridge

* " " elimination of $6,500 highway trestle detour charge on tunnel line

[1] U. S. Engineers 1/3 portion of right of way cost

Tunnel Line - Both Highway and Railroad

Highway detour	$ 6,500
Railroad tunnel	180,000
Highway "	157,000
Right of way	40,000
	$383,500

Cost Divided as Follows

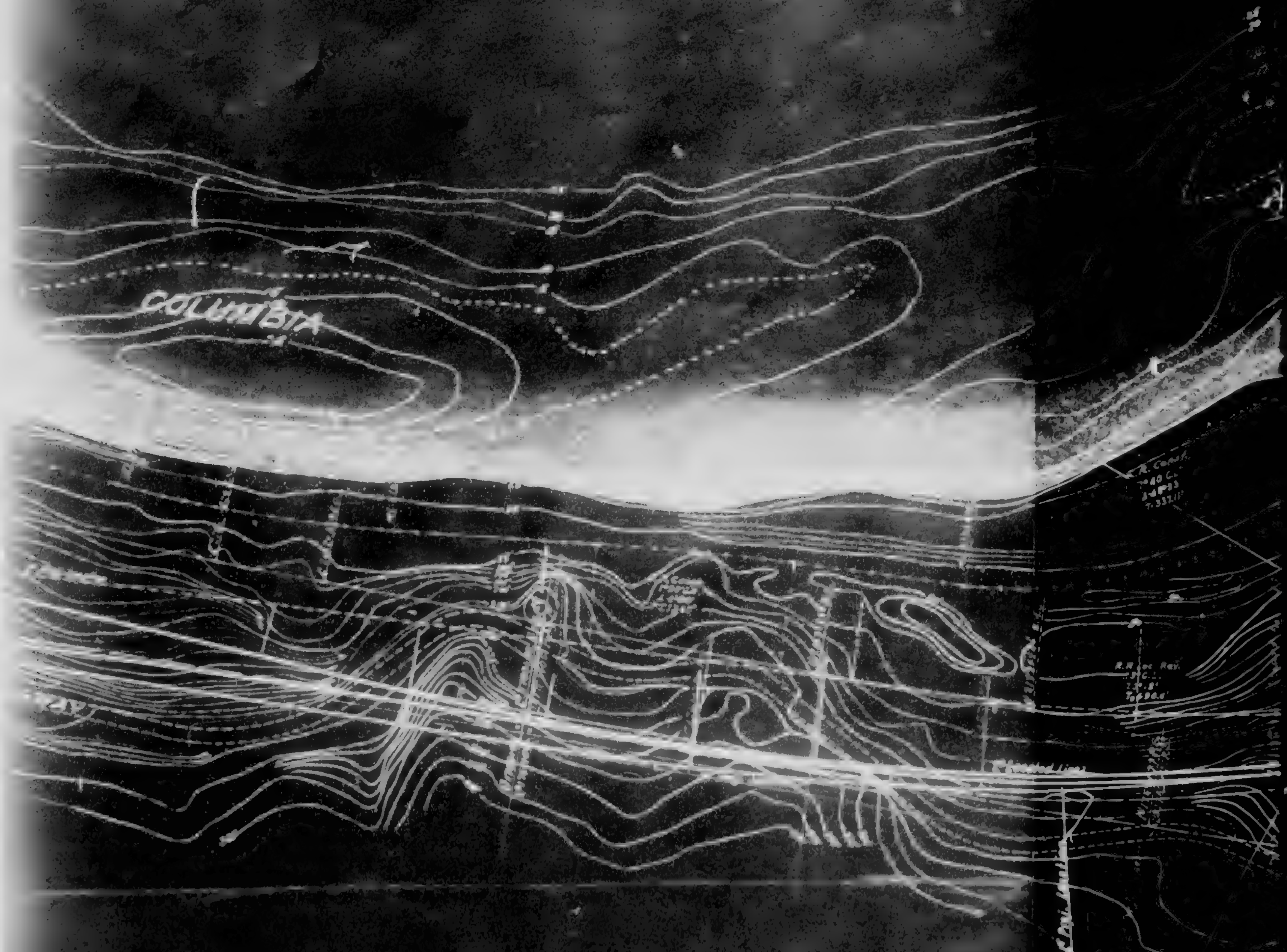
	Construction	Right of Way	Total
U. S. Engineers	$ 6,500* 40,500x 180,000	$13,300	$240,300
State		6,700	6,700
Bureau of Public Roads	116,500		116,500
Forest Service		20,000	20,000
	$343,500	$40,000	$383,500

By choice of open-cut line, there is a saving of $86,500, divided as follows:

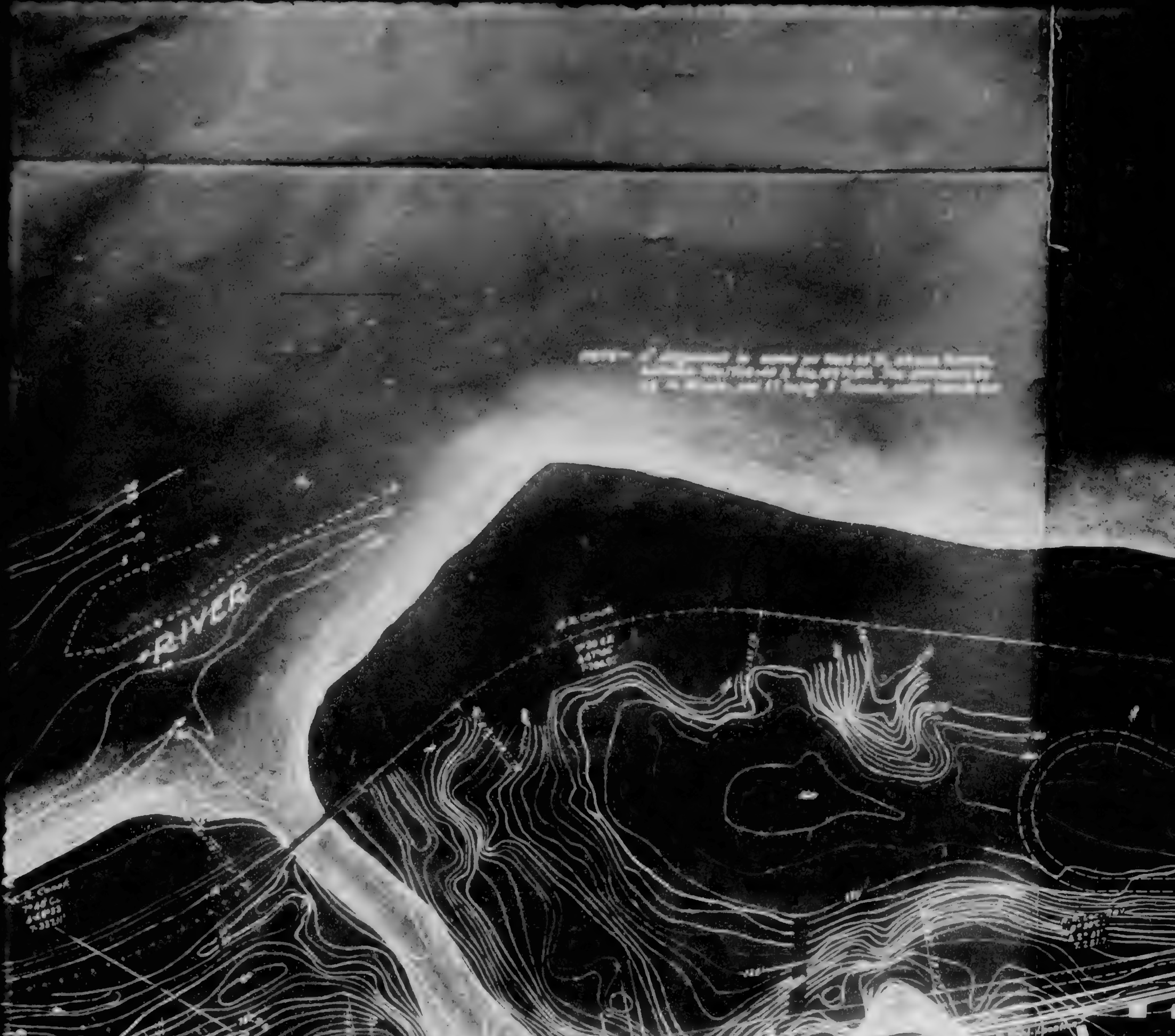
State	$1,500
Bureau of Public Roads	65,000
U. S. Engineers	20,000
Forest Service	- -
	$86,500

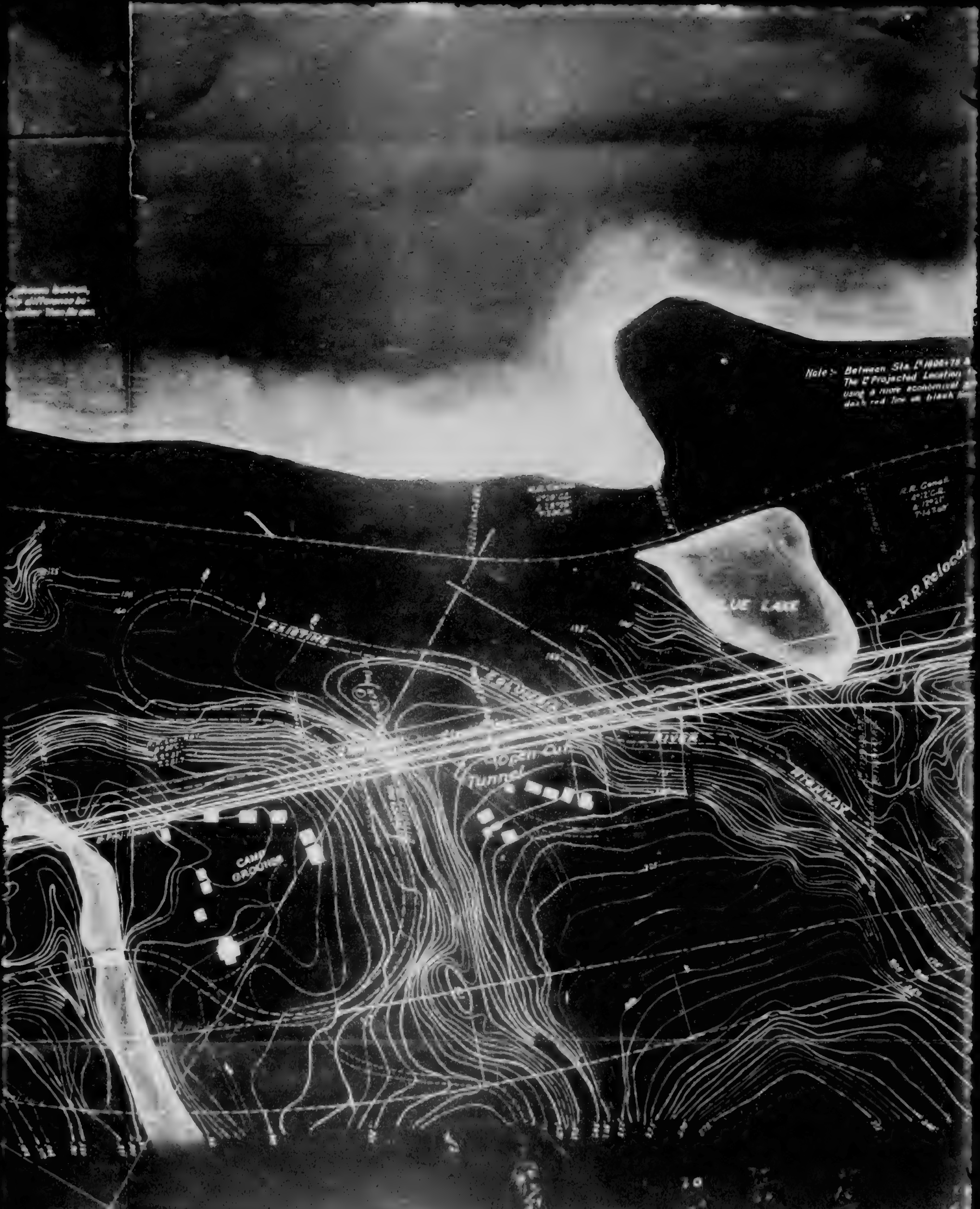
Inasmuch as state and Bureau money is used for the same purpose, the building of roads, the State in effect saves $66,500; the U. S. Engineers, $20,000.

* Payment of elimination of $6,500 highway trestle detour charge on tunnel line
x " " damage to Eagle Creek bridge



COLUMBIA


RIVER


Note :- Between Sta. L 1806+78 &
The L Projected Location
using a more economical
dash red line on black
R.R. Const.
EXISTING
RIVER
HIGHWAY
LUE LAKE
R.R. Relocat
Open Cut
Tunnel
CAMP GROUNDS

EXISTING
COLUMBIA
RIVER
HIGHWAY
Open Cut
Tunnel
CAMP GROUNDS
LAKE
R.R. Relocation
R.R. Curve

CLASS OF SERVICE DESIRED	
DOMESTIC	CABLE
TELEGRAM	FULL RATE
DAY LETTER	DEFERRED
NIGHT MESSAGE	NIGHT LETTER
NIGHT LETTER X	SHIP RADIOGRAM

Patrons should check class of service desired; otherwise message will be transmitted as a full-rate communication.

WESTERN UNION

R. B. WHITE
PRESIDENT

NEWCOMB CARLTON
CHAIRMAN OF THE BOARD

J. C. WILLEVER
FIRST VICE-PRESIDENT

1217-A

CHECK

ACCT'G INFMN.

TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

SALEM ORG MARCH 30 1935

W H LYNCH DISTRICT ENGINEER
BUREAU PUBLIC ROADS PORTLAND ORG

WILL HAVE MEETING WEDNESDAY BONNEVILLE DAM AUTHORITIES TO CONSIDER JOINT RAILWAY HIGHWAY CUT COLUMBIA RIVER HIGHWAY MULTNOMAH COUNTY NEAR EAGLE CREEK HAVE ENOUGH NRH MONEY SIX MILLION PROGRAM TO BUILD SAME ESTIMATED APPROXIMATELY NINETY THOUSAND STOP SAVING CAN BE MADE BY ARMY ENGINEERS CONTRACTING ENTIRE CUT AND THEY OFFER TO DO SO PROVIDED REPAID BY STATE STOP WILL YOU PERMIT APPLICATION NRH FUNDS THUS AND REPAY STATE SAME AS OTHER FEDERAL WORK STOP UNDERSTAND LABOR REGULATIONS AND PAY RATES AGREE WITH YOUR REGULATIONS

R H BALDOCK

[illegible] Hwy

THE QUICKEST, SUREST AND SAFEST WAY TO SEND MONEY IS BY TELEGRAPH OR CABLE

174 e

March 22, 1935.

Mr. R. H. Baldock:

Pursuant to your request, I have conferred this day with Major McKennett of the U. S. Engineers in regard to the Eagle Creek situation. I have presented our side of the case, and he desires a few days in which to check over our estimates and figures before giving a definite report. I think, however, that they will give favorable consideration to increasing the offer previously made which I understand is between 25 and $35,000.

In order that you may be familiar with the material which I have handed Major McKennett, I am attaching copies hereto.

Exhibit "A" is Mr. H. G. Smith's general map upon which we have shown two possible line revisions for the Eagle Creek crossing. The "L" line which I have indicated in red is the line which Mr. Smith proposes. The "Lo" line which I have indicated in blue is the line which the War Department think we should adopt as a basis for damage negotiations. Exhibit "A" is in the form of a roll map which is attached hereto.

Exhibits "B" and "C" are sketches of the bridge which this department proposes on the two lines in question, Exhibit "B" being for the "L" line and Exhibit "C" for the "Lo" line.

The detailed estimates for these two bridges are indicated in Exhibits "D" and "E", and a recapitulation indicating the entire cost of bridge and approaches for the two lines is indicated in Exhibit "F".

You will note that there is very little difference between the "L" land and the "Lo" line. The War Department will doubtless insist on the "Lo" line as a basis for damage negotiations. I am inclined to think that they will desire to discount the $70,000 for the following reasons:

Mr. R. H. Baldock, #2

1. Both the "L" line and the "Lo" line involve betterment in our alignment.

2. The rise and fall in the line is also diminished by either of the relocation~~s~~ schemes submitted.

3. The 110 foot arch span indicated in each case, while it fits the location better than any other length, in reality does provide a better water way than the present opening at Eagle Creek.

4. The roadway widths upon which these estimates are based, include our standard roadway width (26 feet) plus sidewalks, whereas the present Eagle Creek structure has only a 20 foot roadway width.

If the smaller estimate ($70,834) be used as a basis, and if the cost is considered proportional to the roadway width (which is not strictly true), and if the sidewalk widths are considered to be worth one-half of their equivalent value in roadway, the value of the present structure would amount to $70,834 x 20 divided by 29.5, or approximately $48,000, since the present structure is only a 20 foot roadway structure without sidewalks.

The designs upon which we have based our costs are also for our standard loading while the Eagle Creek Bridge is a very light structure. Furthermore, the above computation takes no account of the fact that we have bettered ourselves as regards alignment and also rise and fall.

All things considered, therefore, I believe that a settlement of $50,000 would be as much as we can reasonably expect.

As above stated, however, Major McKennett does not care to commit himself in any way until he has made further study of our plans and estimates.

C. B. McCullough

cc H. G. Smith

Su
Plu
Tota
Plus

EXHIBIT "D"

OREGON STATE HIGHWAY COMMISSION

BRIDGE DEPARTMENT

ESTIMATE AND COST DATA SHEET

ESTIMATE FROM (Strike out the ones which do not apply) [illegible] Sketch [illegible]

County Multnomah

Bridge No. 2063

Estimate made by L.S.S. Date 3-21-35

Checked by Date

Calc. Book No.

Class Loading

Number, length and type of spans:

EAGLE CREEK ESTIMATE - "L" Line

1 at 30' - 1 at 110' R.C. Arch - 3 at 30' R.C. Spans

ITEM	UNIT	ESTIMATE			CONSTRUCTED AMOUNT		
		Quantity	Rate	Amount	Quantity	Rate	Amount
Excavation	cu. yds.	475	4.00	1,900.00			
Excavation below elevation shown	cu. yds.						
.... piling	lin. ft.						
.... piling	lin. ft.						
Class B concrete	cu. yds.	90	20.00	1,800.00			
Class A concrete	cu. yds.	560	30.00	16,800.00			
Class D concrete	cu. yds.	255	28.00	7,140.00			
Metal reinforcement	lbs.	135,000	0.06	8,100.00			
Lumber	M. B. M.						
Structural steel	lbs.						
Trestle superstructure	lin. ft.						
Wood truss spans, ... ft. long	each						
Handrail	lin. ft.	470	5.50	2,585.00			
Riprap	cu. yds.						
Removal of old bridge	lump sum						
Maintenance of traffic	lump sum						
Stone Facing	sq.yds	1,000	8.00	8,000.00			

Subtotal	$46,325.00
Plus 10 per cent for contingencies	
Total construction cost	
Plus 10 per cent for engineering	
Total cost	

EXHIBIT "E"

OREGON STATE HIGHWAY COMMISSION

BRIDGE DEPARTMENT

ESTIMATE AND COST DATA SHEET

ESTIMATE FROM ~~[illegible]~~
(Strike out the ones which do not apply) Sketch
~~[illegible]~~

County Multnomah

Bridge No. 2065

Estimate made by L.S.S. Date 3-21-35

Checked by .... Date ....

Calc. Book No. ....

Class .... Loading

Number, length and type of spans:

EAGLE CREEK ESTIMATE - Lo Line

1 at 30, 1 at 110 R.C. Arch - 4 at 30 R.C. Spans

ITEM	UNIT	ESTIMATE			CONSTRUCTED AMOUNT		
		Quantity	Rate	Amount	Quantity	Rate	Amount
Excavation	cu. yds.	495	4.00	1,980.00			
Excavation below elevation shown	cu. yds.						
.... piling	lin. ft.						
.... piling	lin. ft.						
Class B concrete	cu. yds.	85	20.00	1,700.00			
Class A concrete	cu. yds.	595	30.00	17,850.00			
Class D concrete	cu. yds.	280	28.00	7,840.00			
Metal reinforcement	lbs.	150,000	.06	9,000.00			
Lumber	M. B. M.						
Structural steel	lbs.						
Trestle superstructure	lin. ft.						
Wood truss spans, ... ft. long	each						
Handrail	lin. ft.	530	5.50	2,915.00			
Riprap	cu. yds.						
Removal of old bridge	lump sum						
Maintenance of traffic	lump sum						
Stone Facing	sq.yds	1,100	8.00	8,800.00			

Subtotal	$ 50,085.00
Plus 10 per cent for contingencies	
Total construction cost	
Plus 10 per cent for engineering	
Total cost	

EXHIBIT "F"

ESTIMATED QUANTITIES - "L" LINE

Station 1777 to 1789

Clearing & Grubbing	3.0	acres	at	$ 300.00	$ 900.00
Excavation	32,000	cu.yds.	at	0.50	16,000.00
Overhaul	38,500	yd.sta.	at	0.02	770.00
Bridge					46,325.00
Paving	.20	mile	at	30,000.00	6,000.00
					$ 69,995.00
Contingencies, Add 10%					6,999.50
Total Estimated Cost on "L" Line					$ 76,994.50

ESTIMATED QUANTITIES - "Lo" Line

Station 1781+65 to 1787+30

Clearing & Grubbing	1.5	acres	at	$ 300.00	$ 450.00
Excavation	23,000	cu.yds.	at	0.50	11,500.00
Overhaul	28,000	yd.sta.	at	0.02	560.00
Bridge					50,085.00
Paving	.06	mile	at	30,000.00	1,800.00
					$ 64,395.00
Contingencies, Add 10%					6,439.50
Total Estimated Cost on "Lo" Line					$ 70,834.50

3-21-35

CONTRACT#1741,

33-1201 Maupin-Cow Canyon, Rock Production
1935

1741

33-1201

February 28, 1936

Mr. Leland Brown
District Attorney
The Dalles, Oregon

Dear Sir:

Your recent inquiry to Mr. K. D. Lytle, Division Engineer at Bend, Oregon, with reference to the H. G. Rogers' contract No. 1741, Maupin-Cow Canyon Section in Wasco County, has been referred to this office.

You are advised that the bond furnished in connection with this contract was written by the United Pacific Casualty Insurance Company, for whom Mr. M. L. Ritchey, who has offices in the Failing Building, Portland, is resident agent.

This contract was completed on October 3, 1935, and was accepted by the Highway Commission on October 28, 1935.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

JM:CB
cc - K. D. Lytle

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

OREGON STATE HIGHWAY COMMISSION
OFFICE OF K. D. LYTLE, DIVISION ENGINEER
BEND, OREGON

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM
FEB 27 1936
OREGON

February 25, 1936

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Attention: Mr. H. B. Glaisyer

Dear Sir:

Will you kindly advise Mr. Leland Brown, District Attorney at The Dalles, the name and address of the bonding company on Mr. H. C. Rogers' Contract Number 1741. Mr. William Hunt of Maupin has a claim for a hay stack that was located near the crushing plant and was destroyed by fire while Rogers was operating near his ranch.

Resident Engineer Peck states that Rogers agreed to take care of the loss but left without doing so and Mr. Brown will try to effect settlement.

Very truly yours,

K. D. LYTLE
Division Engineer

By: W. O. Widdows
W. O. Widdows

wow/e

[illegible]

#1741

33 D M

December 6, 1935.

United Pacific Casualty Insurance Co.
M. L. Ritchey, Agent
519 Failing Building
Portland, Oregon

Gentlemen:

You are hereby notified that State Highway Contract No. 1741, for the construction of the Maupin-Cow Canyon Section of The Dalles-California Highway in Wasco County, has been completed by the contractor, H. G. Rogers, 1513 Lincoln Avenue, Yakima, Washington, and that final settlement will be made by the State with said contractor for work done under this contract, on or after December 16, 1935.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied; and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractor in connection with this contract will be $11,014.03, including the final payment.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

JM:CE

33 DM

October 7, 1935.

Mr. H. C. Rogers
1513 Lincoln Avenue
Yakima, Washington

Dear Sir:

Please be advised that the time limit on your contract No. 1741, Maupin-Cow Canyon Section of The Dalles-California Highway in Wasco County, expired on September 30. According to our records this contract was not completed until October 3.

Please make application for an extension of time so that it will not be necessary to hold up the payment of your estimates.

Your application must be accompanied by the written consent of your surety on the bond furnished in connection with the contract.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

JM:CE
cc - K. D. Lytle

Form 333—5M—8-35

ON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

33 DM

For Week Ending Oct 5, 1935

Section [illegible]

Kind of work Rock Production

Highway The Dalles-Calif

Section prefix 33-1201

Contractor HG Rogers

Contract number 1741

Date of contract May 2, 1935

Date of completion Sept 30, 1935

Date work started June 20, 1935

~~Estimated~~ date of completion Oct 3, 1935

Amount of contract $ [illegible]

Per cent of time elapsed 100 %

Estimated cost of completed project, exclusive of engineering $ 9995.00

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date, $ 475.00, 5 %

Date project was completed Oct 3, 1935

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

This Job was finished on Oct 3rd.

Contractor is moving his plant out

RECEIVED
OCT - 1935

Signed [illegible]

Address [illegible]

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities			6200		
Estimated quantities moved or placed to date			5200		
Average daily quantities			300		
Average daily quantities necessary to complete project on time					
Number shifts per day			2		
Hours per shift			5		
Average force on project for week			19		

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men	[illegible]	3					
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....,

Compressors ...., Bull Dozers ...., Sheet-foot rollers ...., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	"		
Tuesday	"		
Wednesday	"		
Thursday	"		
Friday	Cloudy		
Saturday	"		

33 DM

RECEIVED
SEP 23 1935
OFFICE OF
CONSTRUCTION ENGINEER

OREGON STATE HIGHWAY COMMISSION

Field Engineers Weekly Report

For construction only

For week ending Sept 21,1935.

SECTION. Maupin-Cow Canyon

KIND of WORK. Rock production

HIGHWAY The Dalles-Calif

Section prefix 3301201

Date of contract May 2,1935

Date of completion Sept 30,1935

Date work started June 20 1935.

Estimated of completion Oct 10,1935.

Amount of contract $ 9995.00

Per cent of time elapsed 94%

Estimated cost of contract,exclusive of engineering $ 9995.00

Per cent of contract completed,based on total contract price 50%

Engineering cost to date $ 340.00 10%

NOTED
Engineer

This job is running fairly good,small amout of fines in 3/4"-$\frac{1}{2}$" Labor troubles pretty well ironed out,the Contractor has deceided that it will be necessary to use an Oregon crew and has given up the idea of bringing his old crew in from Washington.

The daily output is low due to screens,if they attempt to crowd more material by it runs heavy to fines,screen will only handle about half the crusher output

338M

FIELD ENGINEER'S WEEKLY REPORT

FOR Week Ending Sept 14 1935

Section. Maupin Cow Canyon	KIND Of WORK Grading-Surfacing
Highway. The Dalles-California	Sec Prefix 33-1201
CONTRACTOR H.C.Rogers	CONTRACT No 1741
DATE of CONTRACT May 2 , 1935	DATE of COMPLETION Spet 30 ,1935.
DATE WORK STARTED June 20 , 1935	Estimated date of Completion, Sept 3o,
Amount of Contract $ 9995.00	PER CENT of TIME ELAPSED 90%

Estimated cost of completed project, exclusive of engineering $ 9995.00

Per cent of contract completed, based on total contract price 30%

Engineering cost to date $ 300.00 7%

This job has been running very nicely past week, have plant adjusted and matrial is coming properly graded, still having some difficulty getting driversfor the large trucks.

We are working two eight hour shifts, will lose one half day on saturday due to crew having the 30 hours in.

RECEIVED
SEP 16 1935
CONST

33 DM

August 30, 1933

Mr. Guy V. Lintner
State Director
National Reemployment Service
204 Old Post Office Building
Portland, Oregon

Dear Sir:

With reference to your communication of August 28, to which was attached a letter to Mr. D. L. McBain, National Reemployment Service, The Dalles, advise that this office is thoroughly in accord with your stand and will not permit the contractor to bring in men from Washington as long as there are qualified Oregon residents that need employment.

The Highway Commission adopted the same provisions as promulgated by the National Administration for the employment of labor and is using the same wage rates on both state and federal projects. State funds are being expended under a provision that will give employment to Oregon citizens who are qualified for this class of work. Certainly there should be plenty of Oregon citizens qualified and I have instructed our Resident Engineer Peck to see that the specifications with reference to the employment of labor are adhered to.

Very truly yours,

State Highway Engineer

RHB:HI

cc Mr. S. H. Probert
Mr. K. D. Lytle
Mr. J. E. Peck

U. S. DEPARTMENT OF LABOR
UNITED STATES EMPLOYMENT SERVICE

NATIONAL REEMPLOYMENT SERVICE

204 Old Post Office Bldg.
Portland, Oregon
August 28, 1935

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Baldock:

Attached for your information, please find copies of correspondence relating to State Project #31, Rock Production, H. C. Rogers, Contractor.

Yours very truly,

Guy Lintner

Guy V. Lintner
State Director

GVL:NF

Enc. 2

C O P Y

204 Old Post Office Bldg.,
Portland, Oregon
August 28, 1935

Mr. D. L. McBain,
National Reemployment Service,
The Dalles, Oregon.

Dear Mr. McBain:

SUBJECT: State Project #31, Rock Production,
H. C. Rogers, Contractor

Reference is made to your letter of August 22 on the above subject, regarding the attitude Mr. Rogers is taking toward men referred to him from the employment office.

I readily assure you and also Mr. Rogers that as far as qualified men are concerned, we have them in Oregon, and Mr. Rogers will have a very, very long time to wait before he will be allowed to bring men from Washington.

It is the duty of Mr. Peck, the resident engineer, to see that all men on this job have their clearance cards ~~in~~ from your office.

I am sending a copy of your letter with a copy of this, to Mr. Baldock, State Highway Engineer.

You understand, of course, that Mr. Peck is the enforcing officer of any and all provisions in the specifications.

Yours very truly,

Guy V. Lintner
State Director

GVL/NF
cc Baldock

COPY

109 West Second Street,
The Dalles, Oregon
August 22, 1935

Mr. Guy V. Lintner,
State Director, N. R. S.,
204 Old Post Office Bldg.,
Portland, Oregon

Dear Mr. Lintner:

In Re: State Project #31
Rock Production
H. C. Rogers, Contractor

I called on Mr. Rogers at his rock crusher plant in company with Mr. J. E. Peck, Resident Engineer of this District, on Wednesday, August 21, 1935.

We found that Mr. Rogers was working two of his foremen and his timekeeper at the crusher site. At the time of our arrival these three men were actively engaged in work on the crusher. I asked Mr. Rogers his reason for using these men as laborers and he stated that our office had failed to send him qualified men when he ordered them. We have had qualified men available all the time and we do have them now. We went so far as to bring one Hoist Operator from Mr. Lovell's office. This man was not allowed to attempt to work on the Hoist. Mr. Rogers has several times stated before witnesses, who will attest to the fact, that he would fire every man this office sends out until he succeeds in getting his own men from the State of Washington on the job.

I am sending two qualified Hoist Operators out to this job Friday and I have two men available besides these. If these men do not succeed in holding the job it will be through no fault of their own.

The only reason I am sending you this report is because of Mr. Roger's statement that he would fire them men as fast as this office sends them out. These facts can be verified by Mr. J. E. Peck, Resident Engineer, The Dalles, Oregon.

(Signed) D. L. McBain

Permits
[illegible]
Contract Award

338M

May 24, 1935

Mr. H. C. Rogers,
1515 Lincoln Avenue
Yakima, Washington

Dear Sir:

We are sending to you today, by express, one fully executed copy of State Highway Contract No. 1741 which was awarded to you on May 2 for furnishing crushed rock on the Maupin-Cow Canyon Section of The Dalles-California Highway in Wasco County.

This copy of the contract is being sent to you for your records and files.

Yours very truly,

MC

Secretary

332M

District Committee, District No. 1
REGION 16, N. I. R. A. Code No. 109
Code of Fair Competition
FOR THE
Crushed Stone, Sand and Gravel and Slag Industries
43 Southeast Salmon Street
Portland, Oregon

PHONE EAST 3811

DISTRICT COMMITTEE
S. S. MONTAGUE, Chairman
Portland
H. F. PUARIEA, Vice-Chairman
Portland
D. W. MINSINGER, Sec.-Treas.
Portland
C. A. DUNN
Klamath Falls
J. A. GALLAGHER
Corvallis
J. R. McKY
Eugene
ARTHUR MILNE
Portland
A. H. SAXTON
Corvallis

May 2, 1935

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

We protest the award of the Maupin-Cow Canyon Section of The Dalles-California Highway production contract to H. C. Rogers of Yakima, as his bid is not in compliance with the Code of Fair Competition for the Crushed Stone, Sand and Gravel, and Slag Industries. H. C. Rogers filed no prices on this project until April 30th, which did not conform to the five-day period set up in the Code.

As you are aware, it has been ruled by the authorities at Washington that production contracts of this nature, although the materials are taken from state owned sources, do not come within the exemption covered by Administrative Order 109-52 and 244-43, inasmuch as this exemption applies strictly to construction contracts and the contract herein referred to involves no construction work.

The precedent of similar cases indicates the Federal authorities may disqualify any Certificates of Compliance Mr. Rogers may make on contracts involving Federal funds, and subject such contracts to cancellation in the event he undertakes this contract contrary to Code provisions.

We have endeavored to reach Mr. Rogers by long distance telephone without success, and have therefore telegraphed him concerning this violation of the Code. Pending the time we can get in contact with Mr. Rogers, we would at least ask you to defer the award of this contract, if you consider it desirable to make it at all.

Yours very truly,

DISTRICT COMMITTEE, DISTRICT NO. 1
Region 16 - Code 109

SS Montague

SSM:ES

S. S. Montague, Chairman

FORM 2-A-1 19153 10M 1-33
COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

33-1204

May 1, 1935.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock,
State Highway Engineer,
Office.

Dear Sir:

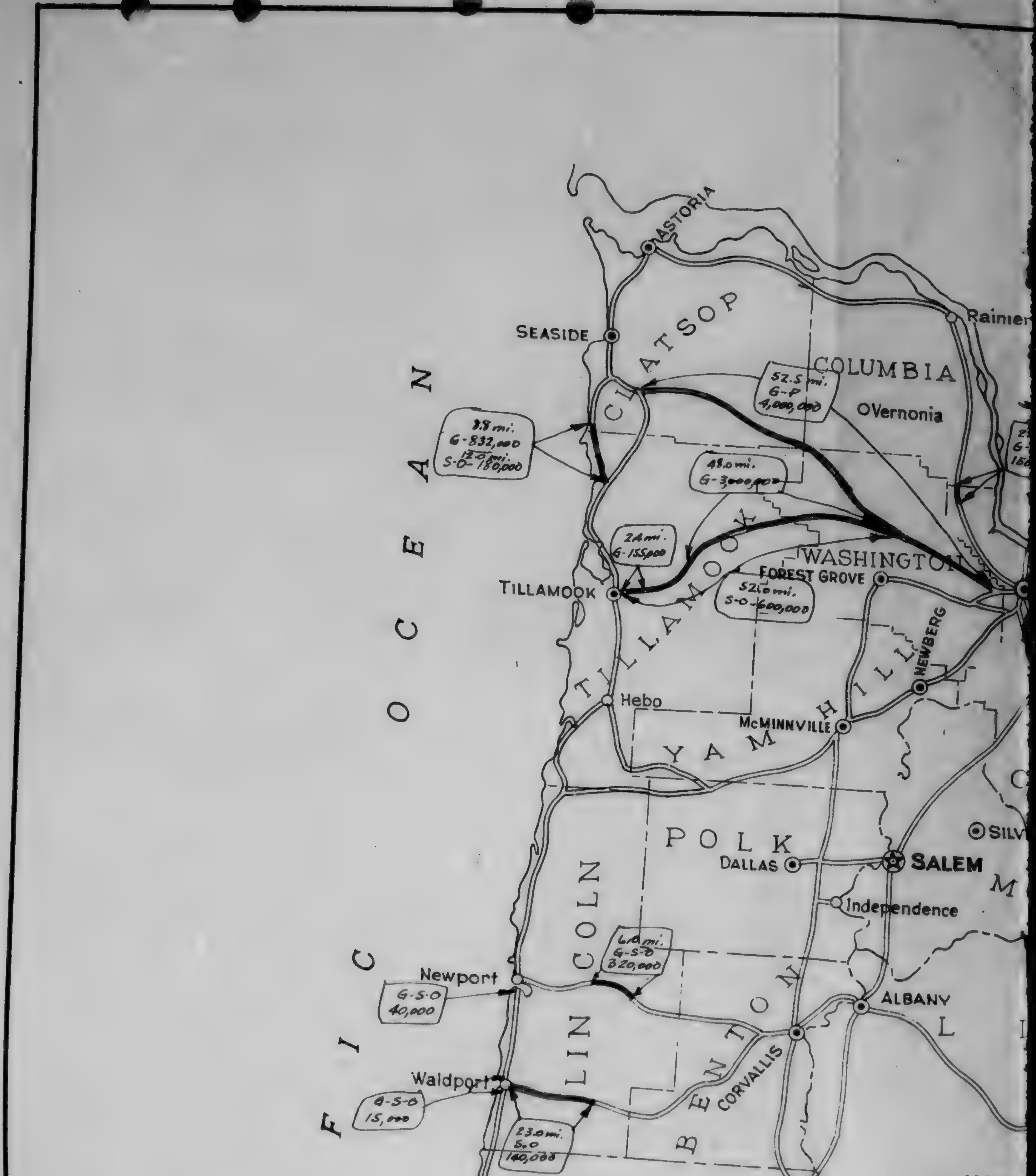
The right of way for all stock pile and quarry sites on the Maupin-Cow Canyon Rock Production project in Wasco County has been acquired.

Yours very truly,

H. G. Smith

H. G. SMITH,
CONSTRUCTION ENGINEER.

Dictated by
H. N. Hackett
H.



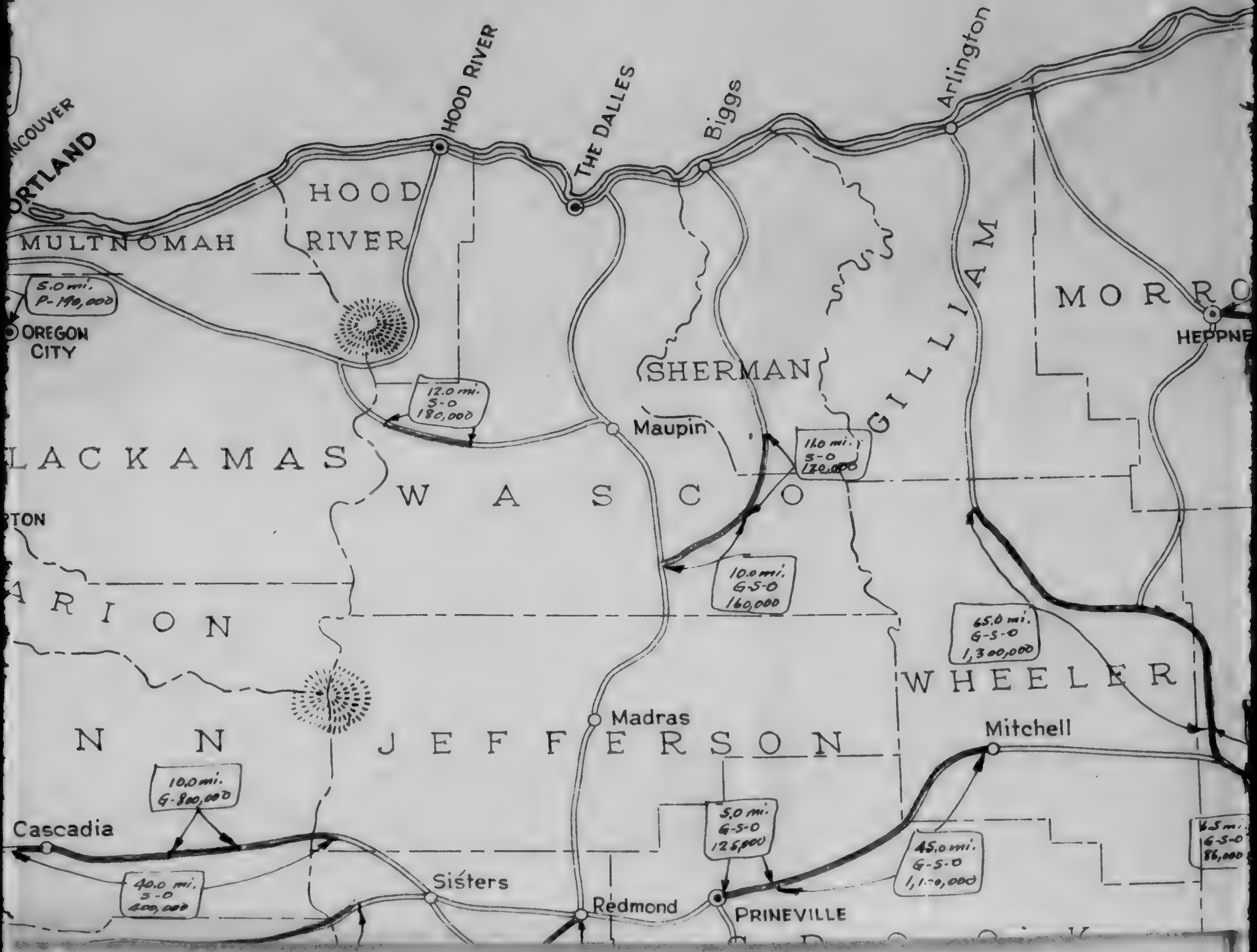
W. C. [illegible]

wow/c
encls.

OREGON STATE HIGHWAY DEPARTMENT

MAP OF

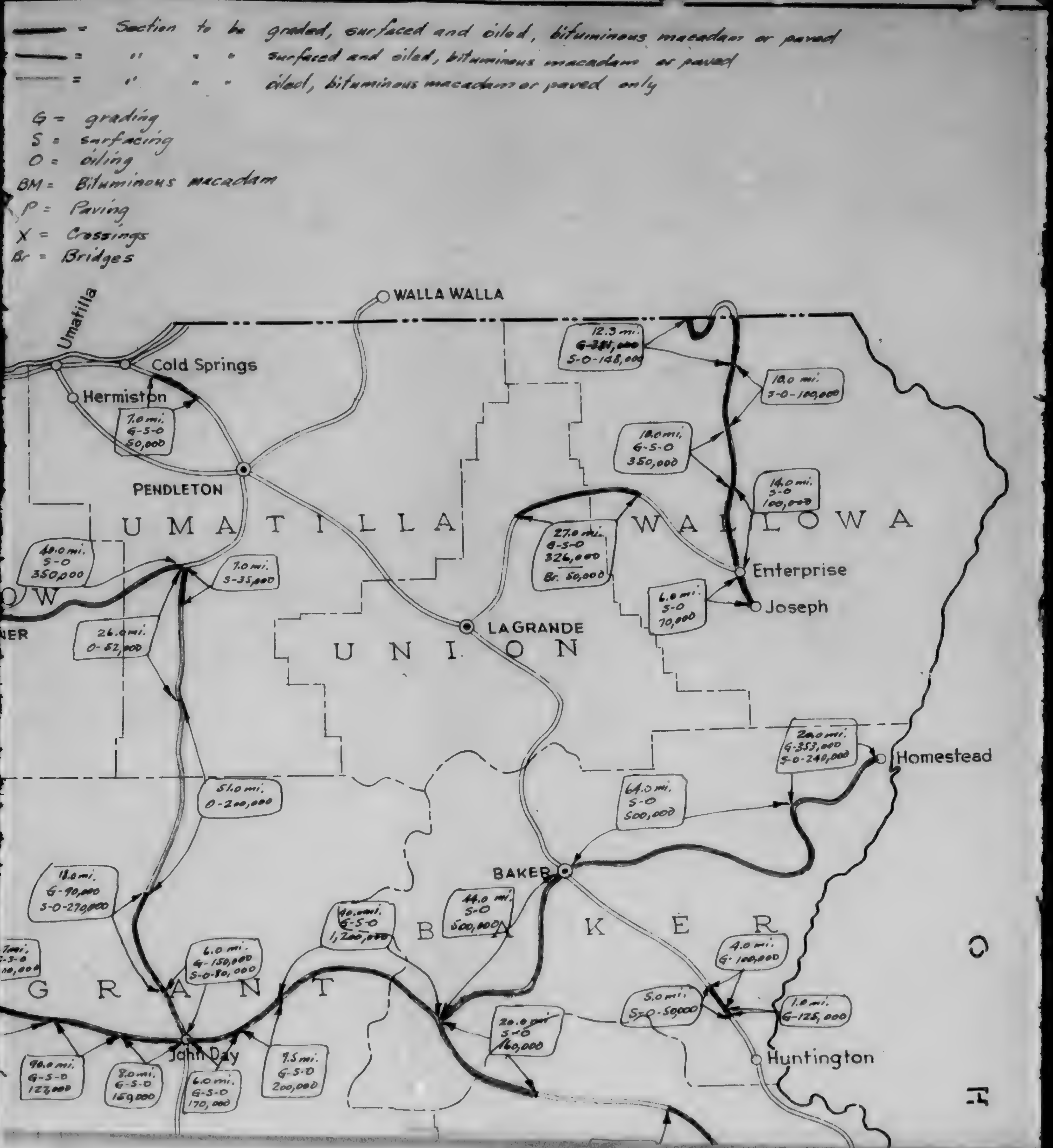
STATE OF OREGON



By:

W. O. Widdows

wow/e
encls.



By:

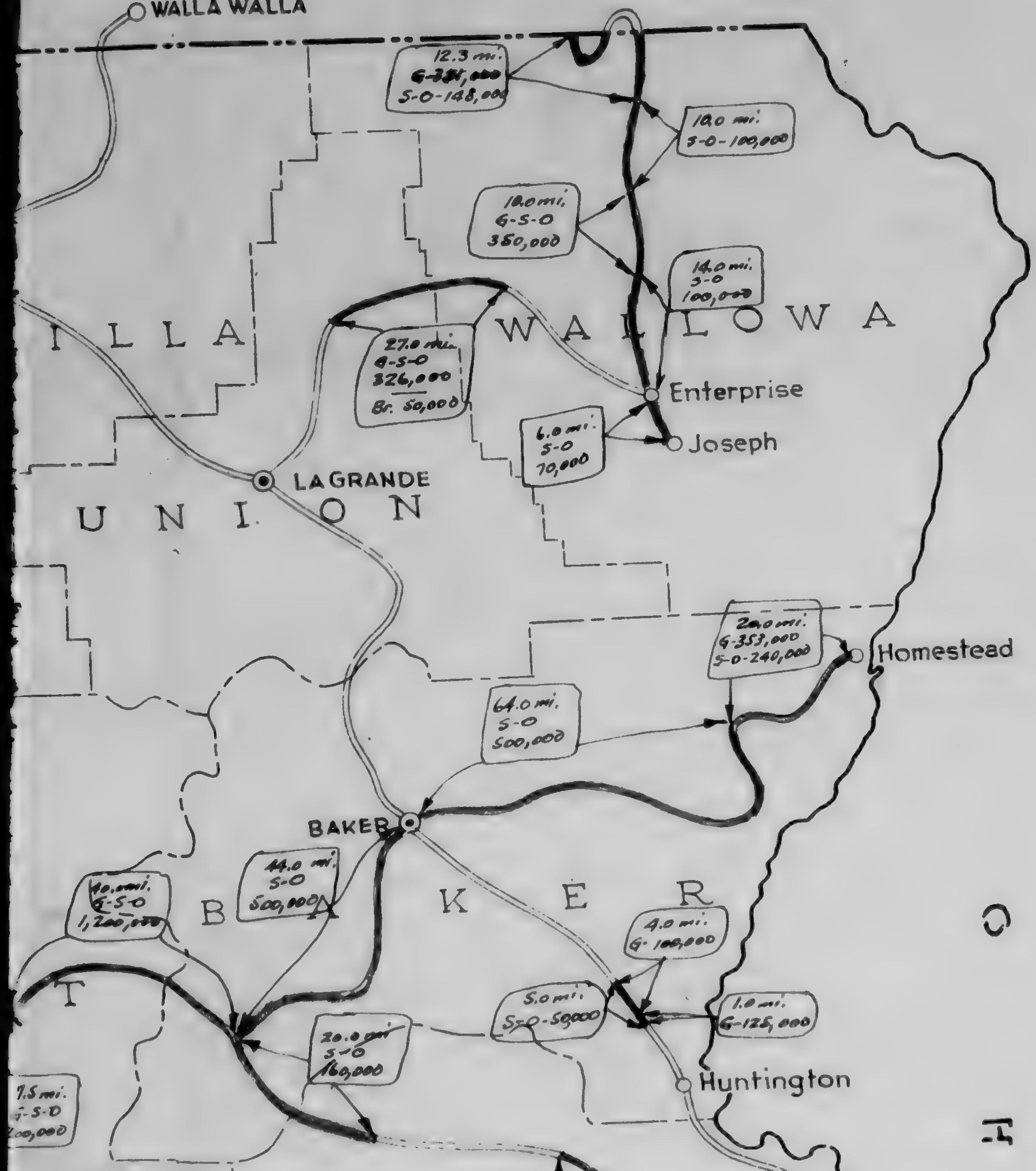
wow/e
encls.

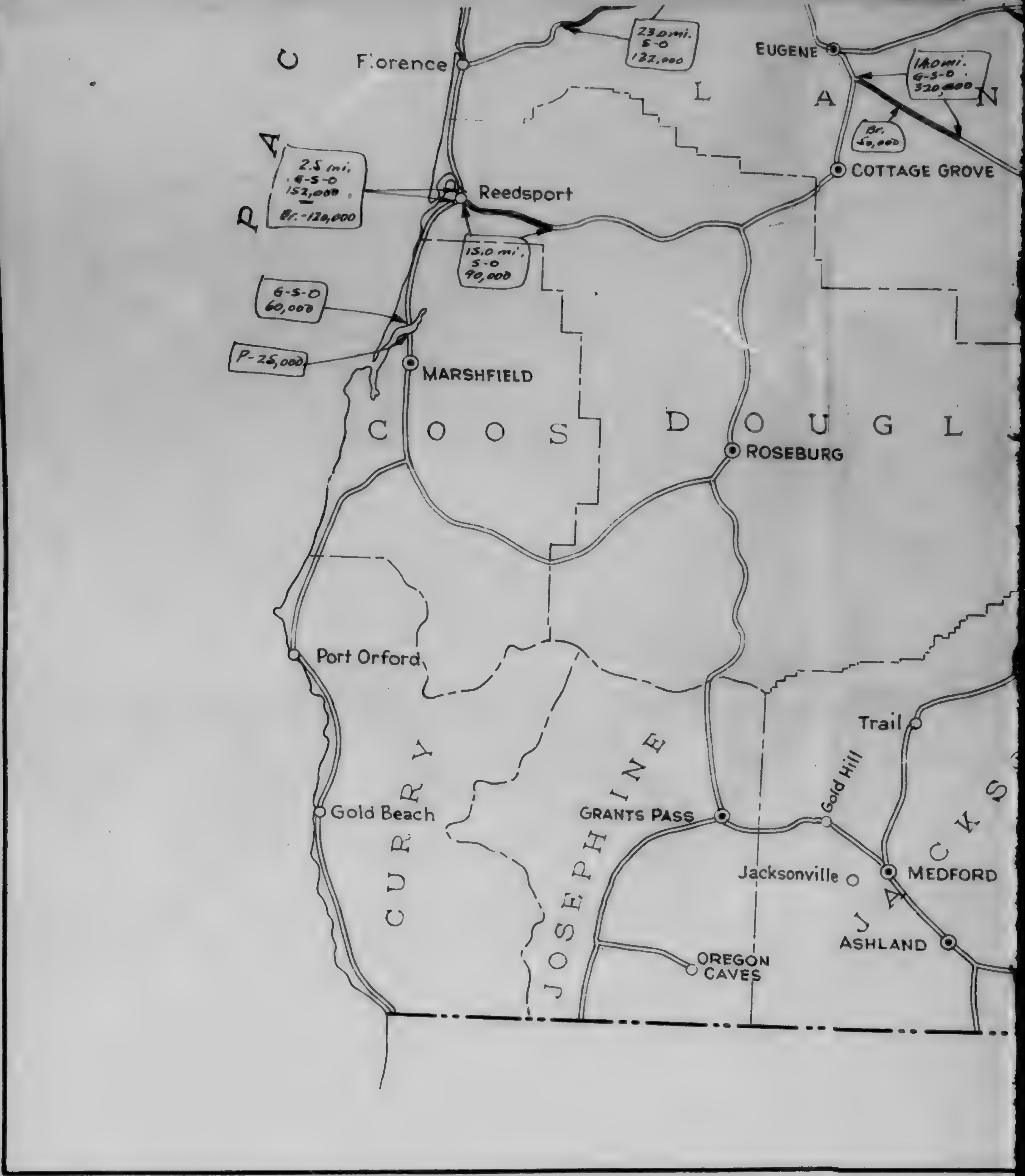
W. O. Widdows

FORM S-C-1 10016 1-M 1-38

R. H. BALDOCK
State Highway Engineer
Salem

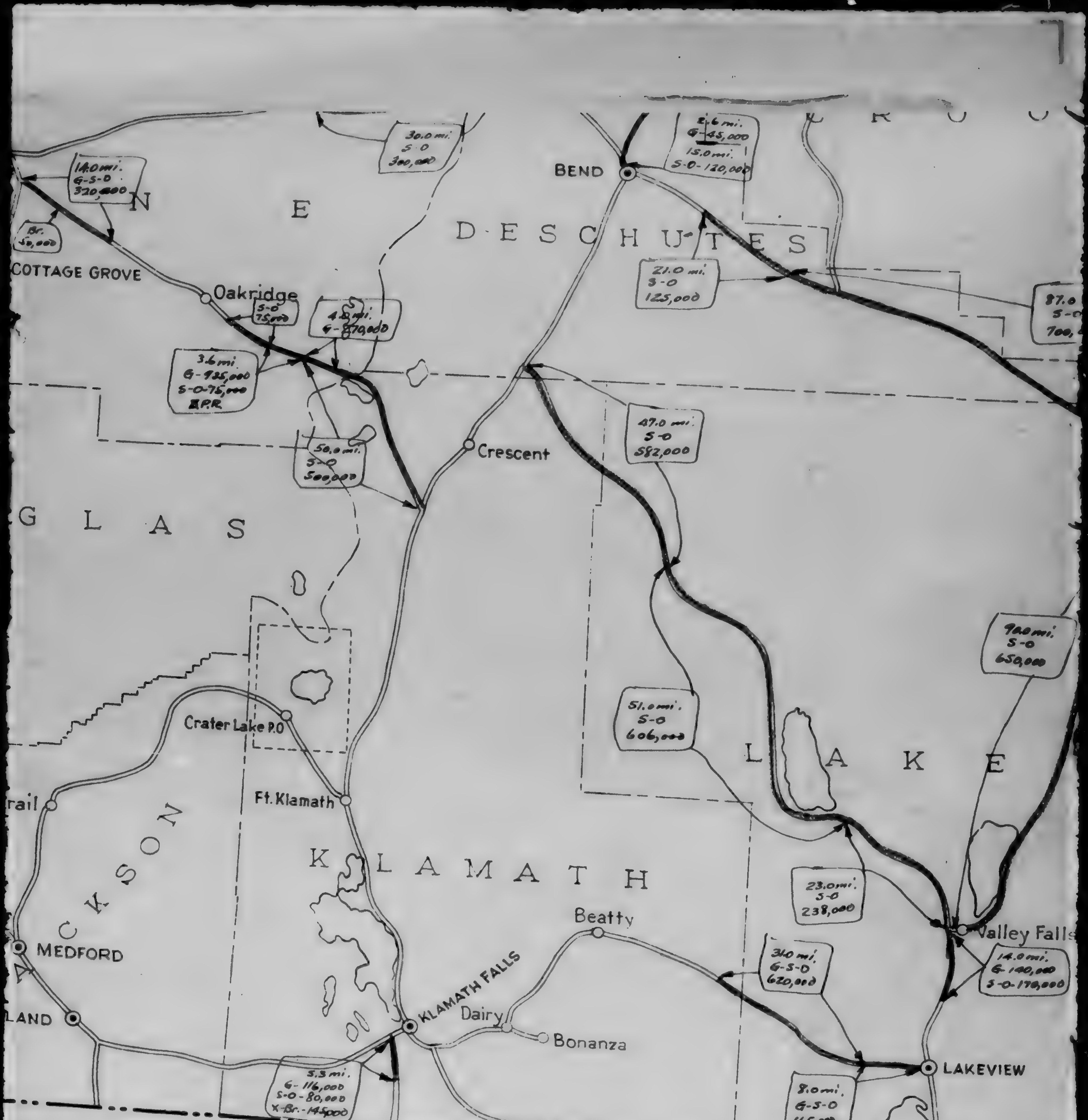
ded, surfaced and oiled, bituminous macadam or paved
faced and oiled, bituminous macadam or paved
l, bituminous macadam or paved only





By:
W. O. Widdows

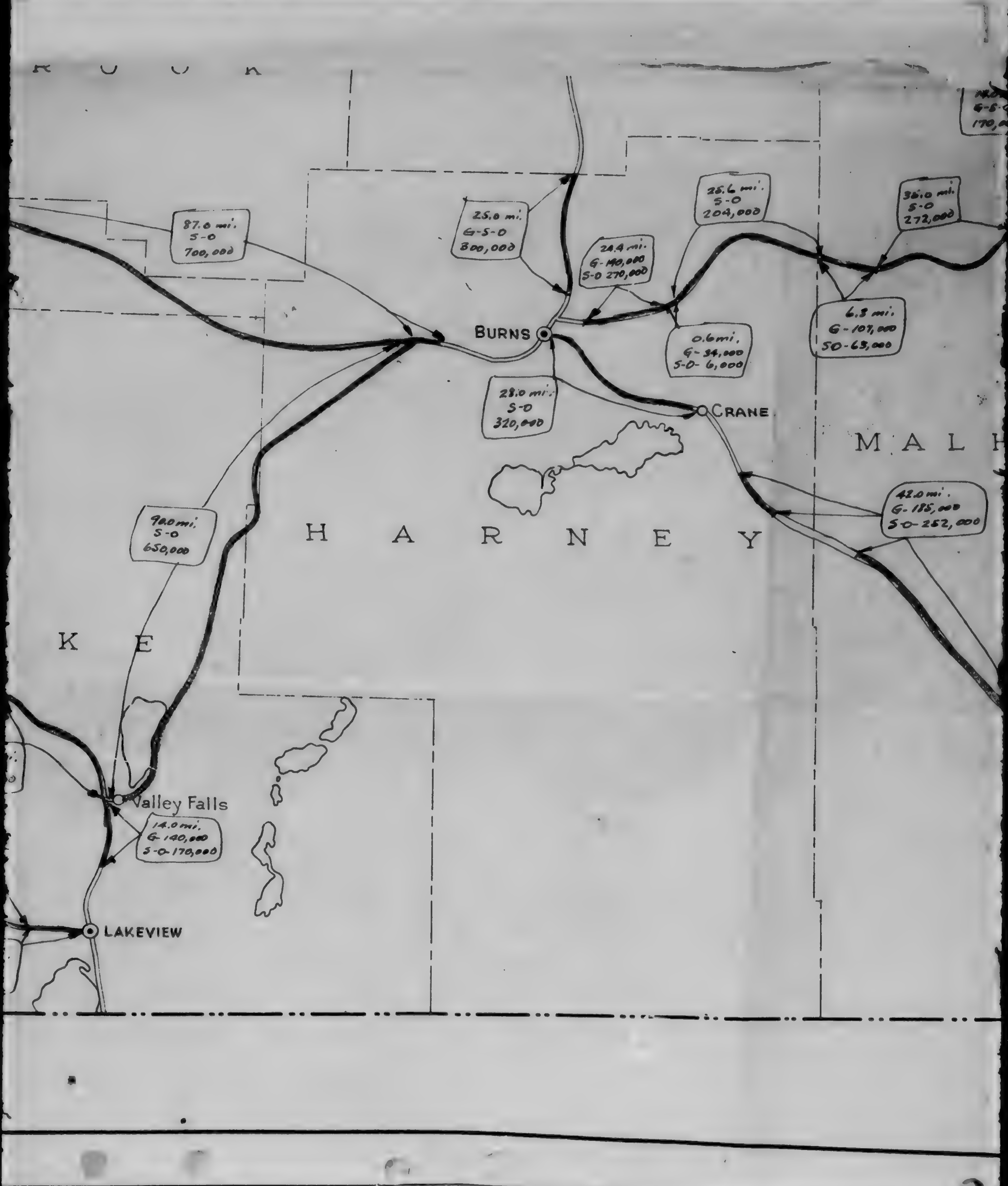
wow/e
encls.



ENGINEER

wow/e
encls.

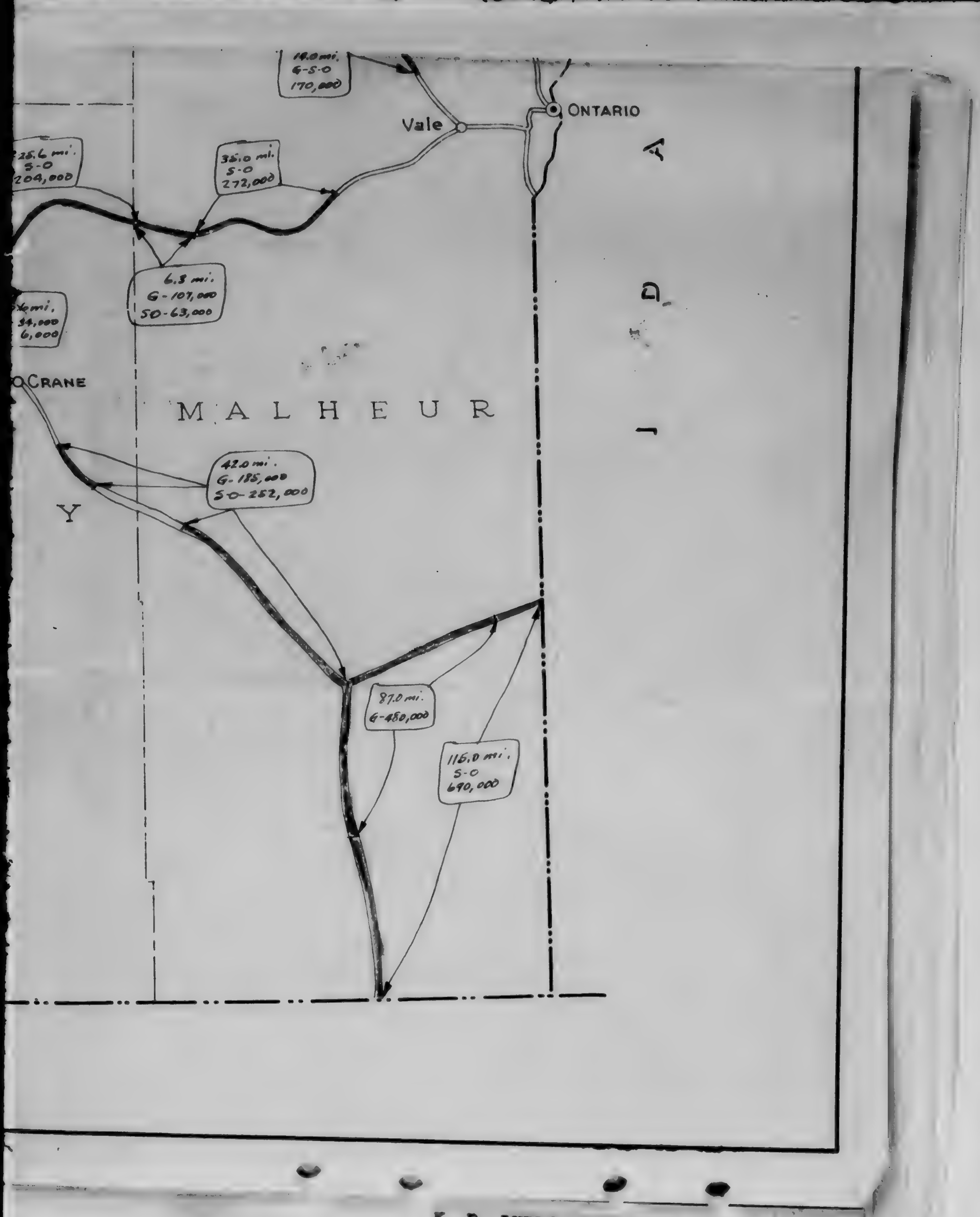
By:
W. O. Widdows



By:

wow/e
encls.

W. O. Widdows



K. D. LYTLE
DIVISION ENGINEER

By:
W. O. Widdows

wow/e
encls.

FORM 9-C-1 19010 1-M 1-35
Commissioners
LESLIE M. SCOTT, Chairman, Portland
CARL G. WASHBURNE, Eugene
E. B. ALDRICH, Pendleton
H. B. GLAISYER, Secretary

R. H. BALDOCK
State Highway Engineer
Salem

OREGON STATE HIGHWAY COMMISSION
Office of K. D. LYTLE, Division Engineer
BEND, OREGON

33 Dm

April 16, 1935

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

NOT
Highway Engineer

Dear Sir:

Attention Mr. H. G. Smith.

Attached are five tracings and descriptions of stock pile sites and one tracing and description of the quarry site to be used on the Criterion Rock Production Project. This is a complete list of the property it will be necessary to acquire on this project. All of the sites are on raw sage brush grazing land and should not be expensive to acquire.

In the case of the quarry site our actual tie to a section corner was made but on the stock pile sites ties were made to our line and the distance to the section corner scaled. It would involve considerable work to locate the corner and make actual ties in all cases.

We are unable to explain why only 33 feet in width was taken on the Thos A. Connolly site at station 205, but will write Peck to ascertain the motive.

A number of the sites appear to be partially at least in the old county road but as the consideration to be paid for the entire site should be small, we thought it advisable to overlook this point.

Very truly yours,

K. D. LYTLE
DIVISION ENGINEER

By:
W. O. Widdows

wow/e
encls.

FORM 9-G-1 10610 1-35 1-35

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF K. D. LYTLE, DIVISION ENGINEER
BEND, OREGON

33-1201

112.3.e

April 1, 1935

✓

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

NOTED
... Highway Engineer

Dear Sir: Attention: Mr. J. N. Bishop.

I am sending in to Mr. Smith the Special Provisions covering the rock production job between Maupin and M. P. 66.

In order to figure the quantities for each mile I made up a chart showing the places we have oiled each year since 1931 and the distribution in the new job is based upon that record. In splitting the quantities I divided the 1/4" - 1/2" materials and the 1/2" - 3/4" materials evenly. In 1928 we did a job in this vicinity where we put out 40% - 1/2" and 60% - 3/4" material. In looking over our inventory it seemed that the amount of 3/4" was a little large and in order to even up the sizes I split them 50-50.

A copy of the specifications and estimate are attached for your information.

Very truly yours,

K. D. LYTLE
DIVISION ENGINEER

kdl/e
encl.
cc Mr. H. G. Smith.

FORM 2-A-1 16816 10M 9-34
COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

33-1201

March
11th
1935

IN REPLY PLEASE REFER TO FILE NO.
721.2

Mr. R. H. Baldock
State Highway Engineer
Office

Dear Sir:

Due to the heavy spring break-up on the Dalles-California highway, the stock piled rock between Maupin, approximately mile post 44, and mile post 64, a distance of twenty miles, will be entirely exhausted at the end of this season. I would recommend that a stock pile crushing project be contracted for 6000 yards at an estimated cost of $1.75 per cubic yard or a total of $10,500 for the entire project.

Very respectfully,

J. N. Bishop
J. N. Bishop
Maintenance Engineer

JNB/er

cc H. G. Smith

REFERRED TO
Glaisyer
State Highway Engineer

For Com. meeting
with my recommendation.

FORM 5-G-1 18010 1-M 1-35
COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF K. D. LYTLE, DIVISION ENGINEER
BEND, OREGON

33-1201

March 5, 1935

118 3-C

RECEIVE

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir: Attention: Mr. J. N. Bishop.

We will probably use up all available maintenance rock on The Dalles-California Highway between Maupin and Mile Point 64 this summer and I believe that we should work up a rock crushing job on this section to be let about next June.

The rock should be crushed this summer as the quarries are all dirty and the material must all be dry screened.

If you will sanction the work I will be glad to work up the specifications etc.

Yours very truly,

K. D. Lytle,
Division Engineer

kdl/e
cc W. S. Hodge

CONTRACT #1742,

NRM 199-G Foster Road-Flavel St., 1935
Paving
1742

199-G

x

September 1, 1936

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Bldg.
Portland, Oregon

Dear Sir:

Reference is made to the final voucher for the Foster Road-Flavel Street Section, Project No. NRM 199-G (1935).

A further check of the final records indicates that a small amount of shoulder materials was used on the non-participating section (Sta. 305+87.6 to 307+50), viz., 20 cu. yds. of "Lower Course Shoulders" and 27 cu. yds. of "Top Course Shoulders," and we have, accordingly, rewritten the final voucher, eliminating these non-participating items. We have, likewise, excluded all of the item of surface finish cost for the reason that the item is very small and there is some question concerning the quantity which should be included in the participating work.

The revised voucher is submitted in the amount of $5,318.13.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ER

Encl.

5419.86
5318.13
101.73

J-78

199-g

July 2, 1936

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Reference is made to your letter of June 30, 1936, concerning the explanation of overruns and underruns submitted by Resident Engineer A. B. Dean, for the Foster Road-Flavel St. Section, Project No. NRM 199-G (1935).

The explanation given for underrun of "Surface Finish Coat" states that "the asphaltic concrete used was largely in small amounts at several street connections, etc.......... so that no surface coat was used." This does not apply for all intersections, however, and in some instances within the project limits a surface finish coat was used.

Mr. Dean's explanation for overrun of "Top Course Shoulder Materials" was made on the basis of all work under the contract. The overrun for the item, when only the participating portion is considered, appears to have been occasioned principally by the construction of a slightly heavier top course of shoulders and correspondingly, slightly reducing the thickness of the base course, these changes being made to secure better compaction and a more satisfactory shoulder.

With reference to the non-participating items shown on the final estimate, these are shown correctly and none should be included in the cost of the project.

The fuel entrance described under Extra Work Order No. 1 was in the existing street area, it being located in the existing sidewalk and widening of the street necessitated removal of the existing walk and reconstruction of the fuel entrance.

It has been noted that the statement of engineering expense was inadvertently omitted in the final voucher for this project. We are, accordingly, enclosing four copies.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ER

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO.________

POST OFFICE BUILDING
PORTLAND, OREGON

June 30, 1936

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to the final voucher recently submitted for Oregon USPW project NRM 199-G (1935), Foster Road to Flavel Street section of 82d Avenue, Portland.

The explanation furnished for overrun in quantity of Top Course Shoulders makes it appear that the shoulder material used on the non-participating connection beyond the project limits is being claimed on the voucher. Likewise the explanation of underrun in quantity of Surface Finish Coat apparently indicates that no finish coat was used within the limits of the project, although the voucher claims 711.5 sq.yds. Will you please advise us further as to these two items.

Will you please also state whether the fuel entrance replaced under Extra Work Order No. 1 was rightfully in the street area, in order that there may be no question as to the necessity for replacing it.

The final field estimate shows non-participating quantities between Sta. 253+61.5 and Sta. 307+50. If any of the quantities were used within the project limits, their cost should be included in the total actual cost of the project.

The voucher will be held in this office pending your reply.

Very truly yours,

W. H. LYNCH
District Engineer

By
F. E. Andrews
Sr. Highway Engineer

199-9

June 25, 1936

Kern & Kibbe
42 S. E. Salmon
Portland, Oregon

Gentlemen:

We find, upon investigation, that you were not notified of the action taken by the State Highway Commission on your request of September 19, 1935 for an extension of time in which to complete your contract for paving the Foster Road-Flavel Street Section of 82nd Avenue, Portland. There follows an excerpt from the minutes of the State Highway Commission meeting held on October 16, 1935 covering this matter:

"Kern & Kibbe, contract No. 1742 for paving the Foster Road-Flavel Street Section of 82nd Avenue, Portland, requested an extension of time of 30 days from August 31 to September 30, 1935, in which to complete this project, giving as their reason that their operations were held up by failure of the railroad company to do the things required of it in connection with this job and that they encountered difficulty in securing rock for shoulder construction. The Engineer advised that the contractor handled this work expeditiously; in fact, he wanted to proceed faster with the work than he was permitted to due to the requirements for curing the pavement. He further advised that the time limit inidcated in the contract for the completion of this job was not sufficient because each paving operation entailed delay in curing in order to handle traffic. He recommended, in view of the circumstances, that the extension be granted without penalty. The Commission approved the Engineer's recommendation by unanimous vote."

This information is given you simply to complete your records on this subject.

Very truly yours,

Secretary

DP

1999

January 17, 1936

Hansen & Rowland, Inc.
Washington Building,
Tacoma, Washington.

Attention: F. Tunnard.

Gentlemen:

In response to your inquiry of January 16th you are advised that the warrant covering final payment was mailed to Kern and Kibbe on January 7th, 1936.

This warrant was in the sum of $1,857.65 and was in connection with their contract No. 1742 - Foster Road-Flavel Street Section in Multnomah County.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

Dict. by J. McFarland.

#1742

HANSEN & ROWLAND INC.

GENERAL AGENTS
TACOMA - SEATTLE - PORTLAND
SURETY BONDS GENERAL INSURANCE
H. T. HANSEN, PRES.
I. C. ROWLAND, SECY.

TACOMA, WASHINGTON

January 16, 1936

THIS COMMUNICATION IF SIGNED AS AGENT OR AGENTS SHALL BIND IN SUCH CAPACITY ONLY.
PLEASE ADDRESS ALL COMMUNICATIONS TO HANSEN & ROWLAND, INC., NOT TO INDIVIDUALS.

Oregon State Highway Commission
Salem, Oregon

RE: BOND NO. 45106 - KERN & KIBBE to STATE OF OREGON - Foster Road-Flavel Street Section of 82nd Ave., Portland, Oregon

Gentlemen:

With further reference to your letter of December 23rd, wherein you advised that the above captioned contract had been completed by the contractors and that final settlement would be made on or after January 2, 1936, we would appreciate your advising us at this time if final settlement has been made with the contractors.

Thanking you, we are

Very truly yours,

HANSEN & ROWLAND, Inc.
General Agents
By
Surety Bond Department

$1837.65
V. #13478

MF

STATE HIGHWAY COMMISSION

By
Secretary

JM:CE

1999

December 23, 1935.

Maryland Casualty Company
Hansen & Rowland, Inc., Agents
Washington Building
Tacoma, Washington

Gentlemen:

You are hereby notified that State Highway Contract No. 1742, for the construction of the Foster Road-Flavel Street Section of the 82nd Avenue Highway in Multnomah County, has been completed by the contractors Kern & Kibbe, 42 S. E. Salmon Street, Portland, and that final settlement will be made by the State with said contractors for work done under this contract, on or after January 2, 1936.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied; and you are advised that the State assumes no responsibility for any such claims, should there be any.

This notice is served upon you as you appear as surety on the bond furnished by the above contractors. Kindly acknowledge receipt of this letter.

For your information, we wish to advise that the total amount paid the above contractors in connection with this contract will be $61,608.49, including the final payment. Of this amount $128.88 was force account work.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

JM:CE

1998

November 15, 1935.

Maryland Casualty Company
Hansen & Rowland, Inc., Agents
Washington Building
Tacoma, Washington

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to Kern & Kibbe on contract No. 1742, for the construction of the Foster Road-Flavel Street Section of the 82nd Avenue Highway in Multnomah County.

This payment will be made on or after November 25, 1935.

Kindly acknowledge receipt of this letter.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

JM:CE

FORM 0-0-1 1M 0-35
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF WM. E. CHANDLER, DIVISION ENGINEER
SALEM

1999

November 14, 1935.

IN REPLY PLEASE
REFER TO FILE NO.
26-113

Mr. R. H. Baldock,
State Highway Engineer,
O f f i c e.

Attention: Mr. H. G. Smith.

Dear Sir:

There is attached hereto an explanation of overruns and underruns exceeding 10 per cent of the preliminary estimate on the Foster Road to Flavel Street project, contract No. 1744.

Yours very truly,

WM. E. CHANDLER,
Division Engineer.

By

G. W. ROSS,
Office Engineer.

GWR:AM
cc R. H. Baldock
J. H. Nash

Foster Road - Flavel St. Section, East Eighty Second Ave.

Cont. 1742 ; NRM - 199 - G ; 26 - 1113

Explanation of the over run and under run of the bid Items.

UNDER RUN.

Truck Haul

At the request of property owners near Eighty Second Ave. a considerable amount of excavation was disposed of within the short haul zone and thus reduced the total of yard miles.

Removal of Sidewalk and Curbs.

At the intersecting cross streets it was found unnecessary to remove as much of the old sidewalk and curb as estimated in order to make good connections with the old improvements.

Inlets.

This item was estimated by actual count on the street. The under run was the tolerance allowed in the contract.

Brick Drainage Sumps.

The under run on this item is all tolerance allowed in the contract. The sumps were in gravel so no additional footage was necessary.

Contraction Joints.

The most of the under run on this item was the allowed tolerance; however this item must have been over estimated also.

Lower Course Shoulders.

The under run on this item is all tolerance.

3/4" - 0" Screenings.

This item was provided for the replacing of foot paths along Eighty Second Ave, but since the necessary right of way was not secured by the City of Portland, this material was not used.

Filler and Hauling Filler.

The material furnished by the contractor for the shoulders did not require additional filler material so none of this item was used.

Class "A" Asphaltic Concrete.

Since all the surfaced cross streets were of a lightly treated oil macadam, and the Class "B" Asphaltic Concrete used gave a better connection than was there originally, none of the Class "A" was used.

** Sheet No. 2 **

Under Run Continued.

Surface Finish Coat.

The asphaltiv Concrete used was largely in small amounts at several cross street connections having only a few square yards in each place so no surface finish coat was used. However this item was considesably overestimated.

Price Agreement No 1.

Concrete Steps.

This item under run because some of the property owners preferred ramp sidewalks instead of steps and a few others wanted nothing pending the acquisition of additional right of way for sidewalks on 82nd, Ave.

OVER - RUN

Sidewalk.

Some places where steps were estimated ramp sidewalks were constructed and in several places more was required for connection to the private walks than was estimated.

Driveway Aprons.

The original pavement on several driveways had to be removed farther back than was estimated to take care of drainage causing an over run.

Wood Header Blocks.

On some of the cross streets provision was made for a future improvement wider than was estimated, causing an over run of this item.

Top Course Cushion.

Top course cushion was used to true the sub grade under the Asphaltic Concrete at Duke St and the South end of the project causing an over run.

Top Course Shoulders.

Between Flavel St and the South end of the project the shoulders along the tapered section of the Asphaltic Concrete had to be widened to meet the condidions of the improvements on the abutting property thus causing an over run on this item.

Form [illegible]

RECEIVED NOV 13 193[illegible]

GON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending November 9,1935, 193

Section Foster Road to Flavel

Highway E 82nd Ave. Portland

Contractor Kern & Kibbe

Date of contract May 11,1935, 193

Date work started May 20,1935, 193

Amount of contract $ 63,964.90

Kind of work Paving

Section prefix 26-1113 NRM 199 G

Contract number 1742

Date of completion August 31,1935, 193

Estimated date of completion ..., 193

Per cent of time elapsed ... %

Estimated cost of completed project, exclusive of engineering $ 62,472.97

Per cent of contract completed, based on total contract price ... %

Engineering costs to date, $ 2850.60, ... %

Date project was completed September 23,1935, 193

General information covering progress of work by party and by contractor, important developments, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Final records were taken to Salem by car Tuesday. An explanation of under-run and over-run was made and mailed in Saturday.

This will be the last report on this project.

Signed Res. Engineer

Address 425 S.E. 81st Ave. Portland

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING Curbs	TENANCE MATERIALS Sumps	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	1.01				1.01
Miles partially completed					
Miles completed					
Total estimated quantities	11,000	9,200	300		27,000
Estimated quantities moved or placed to date	11,740.5	8,314.7	252		26,736.8
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ...., Compressors ...., Bull dozers ...., Sheet-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Clear		
Monday	"		
Tuesday	"		
Wednesday	"		
Thursday	Rain		
Friday	"		
Saturday	"		

1998

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE REFER TO FILE No. No. 8

POST OFFICE BUILDING
PORTLAND, OREGON

October 2, 1935

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Final inspection of Oregon U.S.P.W. Proj. NRM 199-G (1935), Foster Road-Flavel St. Section, 82nd Ave., Portland, Multnomah Co., was made by a representative of this office on September 27, 1935. Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By Caufield
L. J. Caufield
Highway Engineer

Jon

1998

#1762

September 24, 1935

Hon. Earl Snell
Secretary of State
Building

Dear Sir:

Thank you for your letter of the 23d inst., transmitting copy of a letter from the City of Portland, Bureau of Water Works, advising that their claim against Horn & Kibbe and the Maryland Casualty Company for water used on their 82d Avenue contract, Portland, has been satisfied.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

HBG:MBL

September 24, 1935

Maryland Casualty Company
Hansen & Rowland, Agents
Washington Building
Tacoma, Washington

Gentlemen:

This letter is to inform you that I have just received from the Secretary of State a copy of a letter on file in his from the Bureau of Water Works, City of Portland, advising that their claim against the contractors Kern & Kibbe for water used on their 82d Avenue contract with the State Highway Commission has been satisfied. You wrote the bond in connection with this job, which is our reason for giving you this information.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

HBG:MBL

cc - Kern & Kibbe

Earl Snell
SECRETARY OF STATE
SALEM, OREGON

September 23, 1935

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

There is enclosed for your information and files a copy of a letter from the City of Portland advising that their notice of blaim against the bond taken from Kern & Kibbe and the Maryland Casualty Company for water used on S. E. 82nd Avenue in Portland, Oregon, has been satisfied.

Yours very truly,

Earl Snell
Secretary of State

SFM
enc. 1

COPY

[illegible] SEP [illegible] 193[illegible]

CITY OF PORTLAND, OREGON
Department of Public Utilities
Ralph C. Clyde, Commissioner

Bureau of Water Works

L. S. Kaiser
Superintendent

Sept. 21st, 1935.

Mr. Earl Snell,
Secretary of State,
Salem, Ore.

Dear Sir:

A few days ago the Bureau of Water Works filed a claim with your office against the bond taken from Kern & Kibbe and the Maryland Casualty Company for water used on SE 82nd Avenue in Portland, Oregon.

We wish to inform you at this time that this bill has been paid and that our claim as filed with your office is hereby cancelled.

Thanking you, we are

Respectfully yours,

L. S. Kaiser, Superintendent

By E. H. McPherson
Chief Inspector.

MC
c

#1742

Sept, 23, 1935

H. B. G.

Please note that this contract was filed and acknowledged as No. 1686 and it should have been #1742.

However, the section is correct. I thought you might want to advise tham regarding the correct contract No.

J. MCF.

1998

Dear Sir:

This acknowledges receipt of your letter of the 13th inst., enclosing three copies of a notice of claim by the Bureau of Water Works, City of Portland, against Kern & Kibbe, highway contractors, said claim being in the sum of $183.85, for water furnished Kern & Kibbe in connection with their contract with the State Highway Commission for the improvement of the Foster Road-Flavel Street Section of S. E. 82d Avenue, Portland, being State Highway Contract No. 1686.

We are forwarding copy of the notice to the contractor and the surety on his bond.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HBG:MBL

#1742

September 21, 1935

Hon. Earl Snell
Secretary of State
Building

Dear Sir:

This acknowledges receipt of your letter of the 19th inst., enclosing three copies of a notice of claim by the Bureau of Water Works, City of Portland, against Kern & Kibbe, highway contractors, said claim being in the sum of $185.85, for water furnished Kern & Kibbe in connection with their contract with the State Highway Commission for the improvement of the Foster Road-Flavel Street Section of S. E. 82d Avenue, Portland, being State Highway Contract No. 1686.

We are forwarding copy of the notice to the contractor and the surety on his bond.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

HBG:MBL

September 21, 1935

Maryland Casualty Company
    Hansen & Rowland, Agents
Washington Building
Tacoma, Washington

Gentlemen:

Attached hereto is a copy of notice of claim that has been filed in the office of the Secretary of State by the Bureau of Water Works, Portland, against Kern & Kibbe, highway contractors, it being in the sum of $183.85 for water furnished Kern & Kibbe in connection with their contract with the State Highway Commission for the construction of the Foster Road-Flavel Street Section of S. E. 82 Avenue, Portland, otherwise known as State Highway Contract No. 1686.

This notice is being sent you inasmuch as you appear as surety on the bond furnished by the contractors.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

HBG:MBL

Encl.

cc Kern & Kibbe

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

September 19, 1935

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

There are enclosed for your information and files, three copies of a notice of claim by Bureau of Water Works, Portland, Oregon, for $183.85 against the bond taken from Kern & Kibbe, principal, and Maryland Casualty Company, surety, for work on state highway contract No. 1686, which has been filed in this office today.

Please acknowledge receipt of the copies.

Yours very truly,

Earl Snell
Secretary of State

S:FM
enc. 3

COPY

CITY OF PORTLAND, OREGON
Department of Public Utilities
Ralph C. Clyde, Commissioner

Bureau of Water Works

L. S. Kaiser
Superintendent

Sept. 18th, 1935.

To Secretary of State,

Salem, Oregon.

Notice hereby is given that the undersigned, Bureau of Water Works, Portland, Oregon, has a claim for water in the sum of One Hundred Eighty-three Dollars and eighty-five cents ($183.85) against the bond taken from Kern & Kibbe, and the Maryland Casualty Company for water used in improving SE 82nd Avenue from S. E. Foster Road to SE Flavel Street in the City of Portland, Oregon, known as State Highway contract No. 1686.

Respectfully,

Bureau of Water Works

By L. S. Kaiser
Superintendent.

Mc
c

CC to
Hanson & Rowland Inc.,
1312 Public Service Bldg.,
Portland, Ore.

Endorsed: File No. 2484
Filed September 19, 1935
EARL SNELL
Secretary of State

199 G

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREGON

RECEIVED
SEP [illegible] 1935
OREGON
STATE [illegible]

Stencil No. 124

IN YOUR REPLY PLEASE
REFER TO FILE NO. Oregon NRM 199-G (1935)

Sept. 7, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the ________ project agreement and certificate for the above numbered project.

Very truly yours,

W. H. LYNCH
District Engineer

By L. Caufield
L. J. Caufield
Highway Engineer

Encls.

Jwm

H4PR. 16437

Form P. R. 2

U. S. Public Works Hwy.

State Oregon

Project No. NRM 129, Sec. 2
(1935)

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

UNITED STATES DEPARTMENT OF AGRICULTURE

WASHINGTON
GOVERNMENT PRINTING OFFICE
1933

8—5518

Form P. R. 2

PROJECT AGREEMENT

Memorandum of Agreement made this 22nd day of July, 1935 by and between the Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto; particularly the National Industrial Recovery Act (Public No. 67, 73rd Cong.), approved June 16, 1933, and act approved June 18, 1934 (Public No. 393, 73rd Cong.):

Whereas the Highway Department of said State submitted on the 29th day of August, 1933, a project statement, which was approved by the Secretary on the 9th day of November, 1933, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for Section 9 of said project which were recommended for approval by the United States District Engineer on the 17th day of April, 1935; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of sixty nine thousand, five hundred ninety seven and 99/100 dollars ($69,597.99) as the share of the United States payable under said act on account of Section 9 of said project, which d~~[illegible]~~ is the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

8—5518

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

Article I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State from funds apportioned under the act of June 18, 1934. (Include date and citation of act of legislature by which authorized)

(*b*) From other sources (State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

Article II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 253+61.5 at the intersection of 82nd Avenue and Foster Road which is the south end of section F of said project and survey station 305+87.6 at the south side of the intersection of 82nd Avenue and Flavel Street and 45 ft. south of the city boundary of Portland, , length 0.989 of a mile~~s~~ in Multnomah County, being Section G of Oregon U.S.Pub.Wks.Hwy. project No. NRM 199/ (1935), consisting of 0.989 of a mile~~s~~ of roadway and no bridges, [illegible] of more than 20 feet clear span, [illegible] known locally as the Foster Road-Flavel Street section, 82nd Avenue, Portland, between official control points Sandy Boulevard and Federal Aid road near Gladstone.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section 6 of said project shall not in any event exceed the sum of **sixty nine thousand, five hundred ninety seven and 99/100** dollars ($**69,597.99**), certified to the Secretary of the Treasury as above mentioned, which ~~does not exceed the authorized Federal pro rata share of~~

~~dollars ($~~ **is** %, the approved total estimated cost of Section 6 of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to **the State Treasurer**

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of **Oregon**
(Name)
of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

~~In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.~~

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit:
(Include reference to statute authorizing funds and probable amount annually available)

Maintenance of the project will be by the City of Portland, pursuant to its agreement of May 1[illegible], 1935 with the Highway Department as to that part of the project which lies within the city limits of Portland, and by the County of Multnomah, pursuant to its agreement of May 2, 1935, with the Highway Department, as to that part of the project which lies without the city limits of Portland.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the 26 day of August, 1935

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Henry F. Cabell

Chairman, State Highway Commission
(Title of officer)

By E B Aldrich

Member, State Highway Commission
(Title of officer)

By

Member, State Highway Commission
(Title of officer)

By

(Title of officer)

By

(Title of officer)

SECRETARY OF AGRICULTURE,

By
Acting Chief, Bureau of Public Roads.

8—5513

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

The Secretary of the Treasury, and

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as U.S. Pub. Wks. Hwy. Project No. WPM 199-C (1936) State of Oregon.

Second. That in accordance with said provisions I have approved the sum of $69,597.99 as the total estimated cost of said project, and the sum of $69,597.99 as the share of the United States, payable under said acts on account of such project, which ~~d[illegible] pro rata share of~~ is said total estimated cost.

Done at the city of Washington, this 26 day of August one thousand nine hundred and thirty-five

Secretary of Agriculture,

By

Acting Chief, Bureau of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE: 1934

1996

JULY 9, 1935.

Messrs. Kern & Kibbe,
42 S. E. Salmon Street,
Portland, Oregon.

ATTENTION: Mr. R. McCall

Dear Sirs:

In reply to your letter of July 8th inquiring about when you may expect payment of Estimate No. 1, Contract No. 1742 for the construction of Foster Road-Flavel Street, 82nd Avenue, Portland; wish to advise that an investigation reveals that a warrant in the sum of $3,272.50 covering work up to June 16th is being mailed to you today.

Yours very truly,

Secretary

HBG:DD

KERN & KIBBE
42 S. E. SALMON STREET
PORTLAND, OREGON

July 8, 1935

Oregon State Highway Commission,
Salem,
Oregon.

Gentlemen:- ATTENTION MR. H. B. GLAISYER

We would appreciate it if you would advise us when we may expect payment of Estimate No. 1, Contract No. 1742 , Foster Road-Flavel Street, 82nd Avenue, Portland.

Yours truly,

KERN & KIBBE
R. McCall
R. McCall

RM:M

Est. #1 - $3,272.50
to June 16th V.6203
Warrant being mailed to day.

Jim
please look this up

HBG

Federal

June 1, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed four copies of estimate as basis for project agreement for the Foster Road-Flavel Street Section of 82nd Avenue, Project No. NRM 199-G (1935).

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department

U. S. Public Works
Project No. NRM 199-B (1935)

PORTER ROAD-FLAVEL STREET SECTION

OF 82ND AVENUE IN THE CITY OF PORTLAND

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, May 29, 1935

700	cu. yds.	Trench Excavation	$0.75	$ 525.00
10,900	" "	Excavation, Single Classification	0.20	2,180.00
15,850	yd. mi.	Truck Haul	0.15	2,377.50
11,700	sq. yds.	Removal of Old Pavement	0.10	1,170.00
500	" "	Removal of Sidewalks	0.10	50.00
350	lin. ft.	Removal of Curb	0.05	17.50
10	only	Removal of Inlets	2.00	20.00
2,250	lin. ft.	8" Drain Tile	0.35	787.50
60	only	Concrete Catch Inlets	15.00	900.00
300	lin. ft.	Brick Drainage Sumps	6.50	1,950.00
9,200	" "	Concrete Curbs	0.35	3,220.00
110	sq. yds.	Concrete Sidewalks	1.34	147.40
40	" "	Concrete Driveway Aprons	1.75	70.00
27,000	" "	Portland Cement Concrete Pavement	1.52	41,040.00
2,700	lin. ft.	3/4" Expansion Joints	0.15	405.00
1,500	" "	½" " "	0.10	150.00
15,000	" "	Contraction Joints	0.02	300.00
14,000	only	Dowels	0.15	2,100.00
17,000	lbs.	Tie Bars & Reinforcement	0.05	850.00
800	lin. ft.	Wood Header Blocks	0.10	80.00
1,800	cu. yds.	Lower Course of Cushion	0.85	1,530.00
900	" "	Top " " "	0.85	765.00
980	" "	Lower " " Shoulders	0.85	833.00
430	" "	Top " " "	1.60	688.00
100	" "	3/4" - 0" Screenings	1.75	175.00
200	" "	Filler	0.40	80.00
300	yd. mi.	Hauling Filler	0.15	45.00
150	tons	Class "B" Asphaltic Concrete	5.00	750.00
1,300	sq. yds.	Surface Finish Coat	0.05	65.00
			Subtotal	$63,270.90
			10% Engr. & Cont.	6,327.09
			Total	$69,597.99

Length 0.989 mile
Cost per mile $70,372.08

NRM Funds Requested- $69,597.99

Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 88, laws 1931
Funds for Maintenance: Chap. 41, laws 1927; Chap. 88, laws 1931

Const.
Con. & Agree.
Con. Awards

May 29, 1935

Kern & Kibbe
42 S. E. Salmon Street
Portland, Oregon

Gentlemen:

By express we are forwarding to you a fully executed copy of contract #1742 awarded to you on May 11, 1935, for the paving of Foster Road-Flavel Street, 82nd Avenue, Portland, in Multnomah County.

This copy is for your records and files.

Very truly yours,

OG

Secretary

Const.
Cop. & Jones
Contract Awards.

May 14, 1935

Kern & Kibbe
42 S. E. Salmon St.
Portland, Oregon

Gentlemen:

We are sending you today by express four copies of Contract No. 1742 which was awarded to you by the State Highway Commission on May 11 for the paving of the Foster Road-Flavel Street Section of the 82nd Avenue Highway in Multnomah County.

Will you kindly execute all four copies of this contract as to agreement and bond andreturn them to this office for approval by the Highway Commission? When this is done a fully executed copy will be returned to you for your records and files. We will also send an executed copy to the surety on your bond.

Your attention is called to the paragraph on page 14 of the contract relating to the Workmen's Compensation Act, the terms of which you are expected to accept and to carry on your operations in strict compliance therewith.

Very truly yours,

Secretary

AJ

8

May 11, 1935

Kern & Kibbe
42 S. E. Salmon Street
Portland, Oregon

Gentlemen:

Confirming my wire to you this date, I wish to say that the State Highway Commission today awarded you the contract for the construction of the Foster Road-Flavel Street Section of 82nd Avenue, Portland, for which you submitted the low bid of $63,964.90 at the meeting the Commission held on May 2nd, 1935.

This letter is your authority to proceed with construction operations immediately. Contract forms will be forwarded to you shortly for your acceptance.

Very truly yours,

HBG:OG

Secretary

cc S. H. Probert

	E DESIRED
TIC	CABLE
TELEGRAM	FULL RATE
DAY LETTER	DEFERRED
NIGHT MESSAGE	NIGHT LETTER
NIGHT LETTER	SHIP RADIOGRAM

Patrons should check class of service desired; otherwise message will be transmitted as a full-rate communication.

COPY OF WESTERN UNION TELEGRAM

Salem, Oregon
May 11, 1935

Kern & Kibbe
42 S E Salmon Street
Portland, Oregon

HIGHWAY COMMISSION TODAY AWARDED YOU CONTRACT FOR CONSTRUCTION OF FOSTER ROAD FLAVEL STREET SECTION 82nd AVENUE PORTLAND BASED ON YOUR BID SUBMITTED MAY 2nd STOP YOU MAY PROCEED IMMEDIATELY WITH CONSTRUCTION OPERATIONS STOP CONTRACT FORMS FOLLOW SHORTLY

H. B. GLAISYER
SECRETARY

File

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

REFERRED TO
[illegible]
State Highway Engineer
For Com Meeting

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.________

POST OFFICE BUILDING
PORTLAND, OREGON

1

March 29, 1935

State Highway Commission
Salem
Oregon

Gentlemen:

Receipt is acknowledged of your letter of March 16, 1935, requesting reallocation of $85,000 from the 17th Street-Ross Island Bridge project to the 82nd Avenue project.

It was our understanding that under the existing State laws it is permissible for the State Highway Commission to acquire rights of way within the corporate limits of municipalities such as Portland, though in your letter above referred to it is noted the transfer of funds is requested on the basis of the inability of the City of Portland to provide the necessary rights of way.

In view of the above, we would appreciate a statement as to whether you do or do not have authority to purchase or obtain the necessary right of way on the project from which the funds will be transferred, and if you do have authority, as to your reasons for not obtaining this right of way.

Action on your request for reallocation will be withheld pending receipt of your reply.

Very truly yours,

W H Lynch
W. H. LYNCH
District Engineer

REFERRED TO
[illegible]
State Highway Engineer
For Com meeting

April 1, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

In our letter of March 16th, requesting authority to include the paving of the Foster Road-Flavel Street Unit of 82nd Avenue in the City of Portland, in our 1935 NRM Program, we neglected to inform you of the situation which makes it possible to assign to this project funds originally allocated to the 17th Avenue-Ross Island Bridge Project.

The rights of way for the 17th Avenue-Ross Island Bridge Project are estimated to cost about $150,000. A proposal to issue bonds for the purchase of the right of way was voted upon last November by the people of the City of Portland and rejected, and the City of Portland has no other funds that it can use for that purpose.

It would be legally possible for the State to purchase the right of way, but the money would have to be drawn from construction funds which are already so limited that their use in the purchase of expensive rights of way would leave the State in a position where it would be unable to meet the non-participating items of expense incidental to federal programs now in prospect. Furthermore, the purchase of this right of way with State funds would establish a precedent of purchasing rights of way in municipalities, a precedent which the Commission has avoided for many years, and which, under present conditions of low revenue, would very seriously restrict the amount of highway construction work that the State can finance.

It view of the circumstances above described, the State Highway Commission deems it advisable to postpone the 17th Avenue-Ross Island Bridge Project until such time as the City of Portland may be able to provide the right of way or until the State is better able to finance the purchase of the right of way, and it has so ordered.

The proposed 82nd Avenue Project is a meritorious project, involves no right of way difficulties, and can be undertaken at once.

We believe that the transfer to that project of a part of the funds originally allocated to the 17th Avenue-Ross Island Bridge Project is an entirely satisfactory and desirable utilization of the funds, and we urge that the transfer be authorized.

Very truly yours,

State Highway Engineer

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

Federal

March 16, 1935

IN REPLY PLEASE
REFER TO FILE NO.

U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Gentlemen:

Due to the inability of the City of Portland to provide the necessary right of way for the 17th Street-Ross Island Bridge Project for which $160,000 is included in our 1935 NRM Program, it is desired to reallocate $85,000 of the amount mentioned to the paving of the portion of 82nd Avenue (in Portland) which lies between Foster Road and the south corporate limit of the city.

The length of this project is 0.98 mile. The type of improvement proposed is the same as was approved for the adjoining project on 82nd Avenue (NRM 199-F), that is, a 42-foot concrete pavement with 7-foot gravel shoulders.

If the inclusion of this project in our program meets with your approval and advice to that effect is received by February 26th, we will be able to include the project in our April 11th letting.

The reallocation of funds which is involved has the unanimous approval of the members of the State Highway Commission.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

Leslie M. Scott, Chairman.

199-G

Cross Reference To
Fr a/c
Allocation
Federal

approve transfer of 80000 from
17th - Ross Island jct to 82nd Ave

Federal

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.________

POST OFFICE BUILDING
PORTLAND, OREGON

May 11, 1935

RECEIVED

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to concur in award of contract, as of this date, for Oregon U.S.Public Works project NRM 199-G (1935), Foster Road-Flavel Street section of 82nd Avenue in Portland, to Kern & Kibbe, Portland, Oregon, who submitted the low bid.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

Federal

April 24, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed two copies of a letter sent to prospective bidders on Projects Nos. NRH 199-C (1935) and NRS 253 (1935) advising of a correction to be made on Page 6 of the special provisions concerning the submission of payrolls.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/EE

Encl.

Federal

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO.________

POST OFFICE BUILDING
PORTLAND, OREGON

April 17, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The plans, specifications and estimate for Oregon U.S.Public Works highway project NRM 199-G (1935), the Foster Road-Flavel Street section of 82nd Avenue, Portland, have today been recommended for approval. This is your authority for advertising for bids.

We should have copies of the usual town resolution covering encroachments.

Prompt submission of the bid tabulation and the agreement estimate will be appreciated.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

Federal

March 21, 1935 199-6

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate to accompany plans and specifications for the Foster Road-Flavel Street Section of 82nd Avenue in the City of Portland.

Five bid proposals and five sets of blueprint plans are being sent under separate cover.

Very truly yours

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department

U. S. Public Works Project
No. NRM 199-B (1935)

FOSTER ROAD-FLAVEL STREET SECTION
OF 82ND AVENUE IN THE CITY OF PORTLAND

(Estimate to accompany plans. Not as basis for project agreement.)

Salem, Oregon, March 21, 1935

700	cu. yds.	Trench Excavation	$ 1.00	$ 700.00
10,900	cu. yds.	Excavation, Single Classif.	0.30	3,270.00
15,850	yd. mi.	Truck Haul	0.15	2,377.50
11,700	sq. yds.	Removal of Old Pavement	0.25	2,925.00
500	sq. yds.	Removal of Sidewalks	0.10	50.00
350	lin. ft.	Removal of Curbs	0.10	35.00
10	only	Removal of Inlets	2.00	20.00
2,250	lin. ft.	8" Drain Tile	0.50	1,125.00
60	only	Concrete Catch Inlets	15.00	900.00
300	lin. ft.	Brick Drainage Sumps	8.00	2,400.00
9,200	lin. ft.	Concrete Curbs	0.40	3,680.00
110	sq. yds.	Concrete Sidewalks	1.50	165.00
40	sq. yds.	Concrete Driveway Aprons	2.00	80.00
27,000	sq. yds.	Portland Cement Concrete Pavement	1.70	45,900.00
2,700	lin. ft.	3/4" Expansion Joints	0.20	540.00
1,500	lin. ft.	1/2" Expansion Joints	0.15	225.00
15,000	lin. ft.	Contraction Joints	0.05	750.00
14,000	only	Dowels	0.20	2,800.00
17,000	lbs.	Tie Bars and Reinforcement	0.05	850.00
800	lin. ft.	Wood Header Blocks	0.10	80.00
1,800	cu. yds.	Lower Course of Cushion	1.00	1,800.00
900	cu. yds.	Top Course of Cushion	1.00	900.00
980	cu. yds.	Lower Course of Shoulders	1.30	1,274.00
430	cu. yds.	Top Course of Shoulders	1.80	774.00
100	cu. yds.	3/4" - 0" Screenings	2.00	200.00
200	cu. yds.	Filler	0.50	100.00
300	yd. mi.	Hauling Filler	0.15	45.00
150	tons	Class "B" Asphaltic Concrete	6.00	900.00
1,300	sq. yds.	Surface Finish Coat	0.10	130.00

Sub-total	$ 74,995.50
10% Engr. & Cont.	7,499.55
Total..................	$ 82,495.05

Length	0.989 mile
Cost per mile	$ 83,412.58

NRM Funds Requested..	$ 72,000.00
State Funds...	10,495.05
	$ 82,495.05

CONTRACT# 1743, 1750,
1764, [redacted] 1832,

WPGH 205-C Klamath Falls-Midland 1934

1743-1750-1764-1832 [redacted]

RECEIVED
JUN 11 1964
FOR FILING

June 10, 1964

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Re: Project No. N.R.M. 205-C
Klamath Falls-Midland Sec.
Disposal of R/W, File 2235
Contract No. 1743

Dear Sir:

With reference to Mr. Moehring's April 23, 1964 letter and Mr. A. W. Parsons' approval letter of April 30, 1964, we are submitting 5 copies of revised construction plans Sheet No. 7.

As there was no right of way project for this section, this should complete the necessary correspondence involved in this sale of property.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DAR:mb
cc: D. Moehring
J. W. Nash

RECEIVED
JAN 5 - 1955
FOR FILING

WFH-11-205-C
1764

January 4, 1955

Mr. J. A. McKinnon, Superintendent
Southern Pacific Company
Dunsmuir, California

Re: 323-1

Dear Mr. McKinnon:

Reply is made to your letter of December 30, 1954 concerning an overpass constructed in 1936 between Midland and Texum, south of Klamath Falls, and an overpass at Chemult, Oregon.

Concerning the first of the above mentioned overpasses, I could say that it was constructed under a state highway department contract, and is known in our records as the Midland Overcrossing. Our contract is numbered 1764 and is dated October 9, 1935. The contractor was Barham Brothers, Salem. The records disclose that the work was accomplished under an agreement dated June 29, 1935 between the State of Oregon, Central Pacific Railway Company, and Southern Pacific Company. It is further identified as being your agreement audit 36413. The arrangement was consummated under Public Utilities Commissioner's Order No. 2715, dated May 17, 1935. This order provided that if no federal funds were available to help finance the work, then the Southern Pacific Company was to pay 25% of the cost, but not to exceed $8,000. The job was completed at a total cost of $30,810.10, including approaches. This expense was divided $2,545.18 State money, and $28,264.92 federal money. The final cost of the structure itself was $29,947.76 which is included in the above mentioned total.

Now as to the overpass at Chemult. Our records show that this is Structure No. 4-206.20, being the Corral Springs Overcrossing on the Corral Springs-Crescent Forest Road Project. I mentioned that the overcrossing is known as the Corral Springs Overcrossing, however, it is also known as the Central Pacific Overcrossing and Chemult Overcrossing of the Southern Pacific Railroad. It was built by the Federal Bureau of Public Roads under contract to John Hampshire. The contract was dated September 8, 1925. The improvement was covered by order of the Public Service Commission (former name of Public Utilities Commissioner), being Order No. 1240, dated July 20, 1925, and by Supplemental Order 1296, dated December 1, 1925. The supplemental order provides for payment of the cost involved as follows: 40% by the Central Pacific Railway Company; 30% by the State of Oregon; and 30% by Klamath County. The records disclose that this structure was built at a total construction cost of $18,185.48.

I trust that the above is satisfactory for your purposes. If it is not or if there is any question about the information given, please advise and we will, if possible, furnish additional information.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

Southern Pacific Company

DUNSMUIR, CALIFORNIA

J. A. McKINNON
SUPERINTENDENT

IN REPLY PLEASE REFER TO

323-1

December 30, 1954

Oregon State Highway Commission
Salem, Oregon

Dear Sirs:

During the year 1936, an Overpass was constructed between Midland and Texum, south of Klamath Falls. Structure number is CF 424.5-A.

(See over)
#2020
CF 1566
4-[illegible].02

As this Company is unable to locate any records on the above overpass, would appreciate data on cost of structure, divided between Railroad and State, also P. U. C. order number and date of order on the above and on Overpass CF 504.3-A at Chemult, Oregon.

4-206.20
~~#1119~~
~~#1579~~

[illegible] Springs [illegible]
See PP 332, 25/26 Bi. Rep

Yours truly,

[illegible] McKinnon

[illegible] 1296 [illegible]

8/18185

RECEIVED
JAN [illegible]
OREGON STATE HIGHWAY COMMISSION
[illegible] DEPARTMENT

REFERRED TO

ANSWERED
H. B. GLASYER

Midland O'xing 618-1005

Built under contract 1764 dated 10/9/35 to Barham Bros [illegible] (VI-SB 205-C)
~~Contract final cost $9944.76~~

Built under agmt dated 6/29/35 between State, Central Pacific R. R. Co. & Southern Pacific [illegible] R. R. Co. (Agmt [illegible] 36413) ~~[illegible]~~ [illegible] ~~[illegible]~~ 2715 dated 5/17/35
[illegible]

(State [illegible] SP to pay
(25% of cost with top limit of $8,000

Total 30,810.10
State 2,545.18
Paid 28,264.92

#1832

RECEIVED
[illegible]

205-C

July 22, 1939

Mr. Walter C. VanEmon
Attorney at Law
Willits Building
Klamath Falls, Oregon

Dear Sir:

Reference is made to your letter of July 21, concerning a surfacing contract of the late Harold Blake on the Klamath Falls-Weed Highway. You no doubt refer to our Contract No. 1832, which was known as the Klamath Falls-Midland Section, in Klamath County, and consisted of 4.93 miles bituminous macadam.

This contract was awarded by the Highway Commission on March 12, 1936, and was completed on October 10, 1936. The project was accepted by the Highway Commission on December 1, 1936.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION
By

Secretary

JM:MBL

#1832

RECEIVED
JUL 22 1939
OREGON
STATE HIGHWAY COMMISSION

TELEPHONE 400
P. O. BOX 840

WALTER C. VAN EMON
ATTORNEY AT LAW
808-810 WILLITS BUILDING
408 MAIN STREET
KLAMATH FALLS, OREGON

July 21, 1939

State Highway Commission
Salem, Oregon

Gentlemen:

I would like to have the exact date of the contract entered into between the state highway commission and one, Harold Blake, now deceased, for the construction of a section of road known as the Klamath Falls Weed Highway. Mr. Blake furnished the rook and surface material for the section from Klamath Falls to approximately Midland.

Thanking you for a reply by return mail, I remain

Very truly yours,

W. C. Van Emon

W. C. Van Emon

WCV:EJK

Awarded - March 12. 1936 -

REFERRED TO
SECRETARY

McFarland
prepare answer

RECEIVED
MAR 23 1937
FOR FILING

205-e

#1750

March 22, 1937

Aetna Casualty & Surety Company,
Bates, Lively & Pearson, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 1750 for the construction of an overcrossing over the Klamath River and the Great Northern Railway Tracks on the Klamath Falls-Weed Highway in Klamath County, has been completed by the contractors, C. J. Montag & Sons, and that final settlement will be made by the State with said contractors for work done under said contract on or after April 1, 1937.

The State is not advised of any unpaid claims for labor or material, or of the existance of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied; and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as you appear as surety on the bond furnished by the above contractors. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractors in connection with this contract will be $158,044.64, including the final payment. Of this amount $118.71 was for force account work.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary.

Dict. by J. McFarland.

FORM 9-E-1 5M 9-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

G. S. PAXSON
ACTING BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

205-C

February 22, 1937

Mr. W. L. Hack
Southern Pacific Company
Dunsmuir, California

Re: Midland Overcrossing
WPGH 205-C

Dear Sir:

Under date of February 10, we received your billing for railroad costs on the Midland Overcrossing in Klamath County.

Our contract with your company for the construction of this grade separation, dated June 29, 1935, was made up before the rules of the U. S. Bureau of Public Roads governing allocation of costs on grade separation jobs were available. This contract provides in Sections 4 and 5 that incidental expenses which might be ruled non-reimbursable by the U. S. Bureau of Public Roads shall be borne equally by the railroad company and the state.

Section 5 of the above agreement sets up a basis for determining these incidental expenses, which basis is not in accord with Memorandum No. 6 of the U. S. Bureau of Public Roads. Undoubtedly there are a few items of your billing which will be ruled as non-reimburseable. In order to get the matter before the Bureau of Public Roads for an audit, we propose to put through your invoice for payment and after an audit by the U. S. Bureau of Public Roads, to bill your company for one-half of the non-reimburseable items as per the terms of our agreement dated June 29, 1935.

In order that this may be a matter of record, we would ask that you give us your approval of the above procedure.

Very truly yours

R. H. Baldock
State Highway Engineer

By
G. S. Paxson
Bridge Engineer

NOT
State Highway Comm.

GSP LD
cc R. H. Baldock
J. M. Devers
Auditor of Misc. Accounts, S.P. Co.
San Francisco
Bureau of Public Roads

RECEIVED
FEB 11 1937
FOR FILING
205-C

February 3, 1937

Mr. R. M. Baldock:

Herewith copies of an agreement between C. J. Montag and Sons and the State covering an adjustment on piling at the Klamath River Bridge, Contract No. 1750.

During the construction of the bridge it was found advisable to make revisions in design which reduced the amount of foundation piling from 9,000 lineal feet to 1168.9 lineal feet. The standard specifications provide that where such alterations are made, the Engineer shall make a reasonable allowance for the cost thereof.

This agreement provides for the payment to the contractor of $174.71, which is the pro rata amount of fixed expenses chargeable to foundation piling which the contractor can not recover under his unit bid due to reduction in quantities.

I would recommend that the Commission approve the agreements.

G. S. Paxson

GSP LD
Attached

cc H. B. Glaisyer

RECEIVED
JAN 14 1937
FOR FILING
205-C

January 11, 1937

RECEIVED
JAN 13 1937
OREGON
STATE HIGHWAY COMMISSION

Mr. Harold Blake
400 N. Thompsen St.
Portland, Oregon.

Dear Sir:

The Salem Office requires four receipted invoices, original and three copies , covering lumber used under Force Account Order No. 1 Contract No. 1832.

This covers an item of 84 board feet of lumber used in connection with repairs to a head gate at Station [illegible]14.

The McCollum Lumber Company, from whom you purchased the lumber have moved from Klamath Falls, to a location in the county a few miles from Malin and our efforts to reach them by mail have been unsuccessful.

It is therefore requested that you furnish this data from your files and forward to me for approval.

Yours truly,

C. C. Kelley
Res. Engr.

JNC

cc: Mr. R. H. Baldock ✓
Mr. W. E. Chandler

205-C

#1832
x

RECEIVED
DEC 19 1936
FOR FILING

December 18, 1936

Glens Falls Indemnity Company
Jewett, Barton, Leavy & Kern, Agents
Lewis Building
Portland, Oregon

Gentlemen:

You are hereby notified that State Highway Contract No. 1832 for the construction of the Klamath Falls-Midland Section of the Klamath Falls-Weed Highway in Klamath County has been completed by the Contractor, Harold Blake, and that final settlement will be made by the State with said contractor for work done under this contract, on or after December 28, 1936.

The State has been advised of the claim of Glen Putnam in the sum of $107.50 for truck rental against Moon and Taylor, sub-contractors. You are advised that the State assumes no responsibility for the above claim or for any claim which may be filed against this contract.

This notice is served upon you as you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information, we wish to advise that the total amount paid the above contractor in connection with this contract will be $126,275.92, including the final payment. Of this amount $81.92 was for force account.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

CE

×

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. No. 8

POST OFFICE BUILDING
PORTLAND, OREGON

205-C

December 9, 1936

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Final inspection of Oregon F.A.P. 205-C, Klamath Falls-Midland Section, Klamath Falls-Weed Highway, Klamath County, was made by a representative of this office on November 18, 1936. Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L J Caufield
L. J. Caufield
Highway Engineer

Jon

#1832

RECEIVED
DEC 3 1936
FOR FILING

205-e

December 2, 1936

Glens Falls Indemnity Company,
Jewett, Barton, Leavy & Kern, Agents,
Lewis Building,
Portland, Oregon.

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to Harold Blake on Contract No. 1832 for the construction of the Klamath Falls-Midland Section of the Klamath Falls-Weed Highway in Klamath County. This payment will be made on or after December 12, 1936.

Please acknowledge receipt of this letter.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary.

Dict. by J. McFarland.

C
O
P
Y

205-

RECEIVED
[illegible] 5 1936

x

November 25, 1936

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Attention: Mr. H. G. Smith

Dear Sir:

We are forwarding to you herewith Equipment Department Order for fencing, gates, posts, nails etc., for Geary cinder pit M. P. 8.5 Klamath Lake Secondary Highway, approved State Force Work Order 118-1015 and stock pile site M. P. 299.2 The Dalles California Highway approved State Force Work Order 218-1012 and stock pile site Klamath Falls-Weed Highway State Force Work Order 118-1014.

We are also enclosing itemized proposals from the Swan Lake Moulding Company, Big Basin Lumber Company, Home Lumber and Supply Company.

Very truly yours,

WM. E. CHANDLER
DIVISION ENGINEER

By:
R. M. Smith

rms/c
encls.

RECEIVED
NOV 12 1936
FOR FILING

205-C

November 12, 1936

Glens Falls Indemnity Company,
6th Floor Mills Tower,
San Francisco, California.

Attention: W. L. Jensen.

Gentlemen:

Reference is made to your letter of November 9th concerning the Harold Blake Contract No. 1832 - Klamath Falls-Midland Section in Klamath County.

We are unable to advise you at this time just when the final payment will be made. However, we will advise your Portland office ten days before the payment is made and will state the total amount earned under the contract.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary.

Dict. by J. McFarland.

#1832

R. H. GRIFFITH, VICE-PRESIDENT
PACIFIC COAST DEPARTMENT
6TH FLOOR MILLS TOWER
SAN FRANCISCO, CAL.

Glens Falls
INDEMNITY COMPANY
of Glens Falls, New York

R. LYNN COLOMB,
SUPERINTENDENT BONDING DEPT.

NOV 1[illegible] 1936

SAN FRANCISCO, CALIFORNIA November 9, 1936.

Mr. H. B. Glaisyer, Secretary,
Oregon State Highway Commission,
Salem, Oregon.

Re: Bond 109565 - HAROLD BLAKE
Contract surfacing Klamath Falls-Midland Section
of Klamath Falls-Weed Highway

Dear Sir:

You recently advised that this principal's contract for surfacing Klamath Falls-Midland Section of Klamath Falls-Weed Highway, had been completed October 10, 1936.

If you are now in a position to do so, we will appreciate your furnishing us with the total final contract price, so that we may complete our file.

Thanking you, we enclose a self-addressed stamped envelope for your convenience.

Yours very truly,

PACIFIC COAST BONDING DEPT.

WLJ-AW.
Enc.

C- $123,642.90
J $ 9,348.00
Pd $ 114,294.90

205-C

RECEIVED
OCT 30 1936
FOR FILING

October 27, 1936

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Reference is made to your letter of October 7, 1936 concerning an agreement with the California-Oregon Power Company covering the moving of power lines in connection with the construction of the Klamath Falls-Midland Section, Project No. NRH 205-C (1935).

We are, accordingly, enclosing herewith copies of a letter from the power company agreeing to do the work at actual cost and, likewise, an order covering the work issued by the Highway Department. We do not have any additional agreement with the power company.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.________

POST OFFICE BUILDING
PORTLAND, OREGON

October 7, 1936

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to our letter of September 18 requesting copies of agreements under which the work of relocating power and signal lines was done on Oregon U.S. Public Works project NRH 205-C (1935).

We have received copies of the agreement between the Southern Pacific Company and the state, covering construction of the Midland overcrossing, which covers also the moving of the railroad's telephone, telegraph and signal lines. However, we should have copies of an agreement with the California-Oregon Power company covering the work for which reimbursement in the amount of $439.61 is claimed.

Also, as requested in our letter of September 18 we should have an explanation of the necessity for the work so that we may include it in our final report on the project.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

#1832

x

205-C

October 21, 1936

Glens Falls Indemnity Company,
Jewett, Barton, Leavy & Kern, Agents,
Lewis Building,
Portland, Oregon.

Gentlemen:

We hand you herewith copy of a letter from Mr. M. O. Wilkins, Attorney, Medford, advising of a claim of Glen Putnam in amount $107.50 against Moon & Taylor who were subcontractors on the Harold Blake Contract No. 1832 - Klamath Falls-Midland Section of the Klamath Falls-Weed Highway in Klamath County.

This notice of claim is forwarded to you as you appear as surety on the bond furnished in connection with the above contract.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary.

JM

cc to Harold Blake,
400 N. Thompson St.,
Portland, Oregon.

#1832

October 21, 1938

Mr. M. O. Wilkins,
Attorney at Law,
208 West Main St.,
Medford, Oregon.

Dear Sir:

Reference is made to your letter of recent date concerning claim of Glen Putnam for truck rental against Moon & Taylor.

You are advised that according to our records Moon & Taylor were sub-contractors under Harold Blake ~~[illegible]~~ the general contractor on the Klamath Falls-Medland Section of the Klamath Falls-Weed Highway in Klamath County, No. 1832. Mr. Blake's address is 400 North Thompson Street, Portlnd, Oregon.

A bond was furnished in connection with this contract for the protection of labor and material claims. In this instance the bond was written by the Glens Falls Indemnity Company for whom Jewett, Barton, Leavy & Kern, who have offices in the Lewis Bldg., Portland, are resident agents.

It is suggested that you take the matter up with Mr. Blake and his surety on the bond, and if you so desire you may file notice of the claim with the Secretary of State in accordance with Chapter 280, Oregon Laws, 1931, mimeographed copy of which is attached hereto.

Very truly yours,

STATE HIGHWAY C MMISSION

By

Secretary.

Dict. by J. McFarland.

PHONE
40 YEARS PRACTICE
IN OREGON COURTS

OFFICE COUNSEL
AND GENERAL PRACTICE
IN ALL COURTS

M O WILKINS
LAWYER
208 WEST MAIN STREET
MEDFORD, OREGON

October 14th, 1936.

R. H. Baldock, State Highway Engineer,
Salem, Oregon.

My Dear Sir:

I am writing this letter in behalf of Glen Putnam.

Herald Blake, whom we are informed was a sub-contractor under Moon & Taylor, on Weed-Klamath Falls Highway, rented from Glen Putnam, One Gavel or Rock hauling truck. Mt Beagle, time-keeper certified the time of the truct, amounting to $137.50. On September 11th, 1936, M. T. Beagle sends thru a memorandum and check 1463 for $30.00. There is therefore $107.50 still owing for this truct rental. Your Supt at Klamath Falls has directed that the matter be taken up with your office. Full payment of the $137.50 was promised to Mr Putnam at the time the $30.00 came thru; but he now is unable to contact either Blake or Moon & Taylor. Just what is necessary for Mr Putnams protection in this trust rental bill.

Yours truly,

M O Wilkins
atty for Glen Putnam

REFERRED TO
BY SECRETARY

#1750

X

205-C

October 15, 1936

Bates, Lively & Pearson,
Yeon Building,
Portland, Oregon.

Attention: Fred C. Reed.

Gentlemen:

Receipt is acknowledged of your letter of October 15th concerning the C. J. Montag & Sons Contract No. 1750 - overcrossing over the Great Northern Railway Tracks on the Klamath Falls-Weed Highway in Klamath County.

The above contract was completed July 31, 1936 and was accepted August 4, 1936. The total amount paid to date is $151,878.57 and the retained percentage is $4,697.28.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary.

Dict. by J. McFarland.

#1750
7 Kla Co

BATES, LIVELY & PEARSON
INSURANCE GENERAL AGENTS
YEON BUILDING
PORTLAND, OREGON

October 15, 1936.

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

Re: Contract No. 1750 - C. J. Montag & Sons

Will you kindly advise the date of completion of the above contract for the construction of an overcrossing over the Klamath River and Great Northern Railroad tracks on the Klamath Falls-Weed Highway in Klamath County.

We shall also appreciate knowing the total amount of this contract.

Very truly yours,

BATES, LIVELY & PEARSON

FCR/GG

By Fred C Reed

Completed [illegible] 31, 1936
Commenced Aug 4, 1934

Paid - $151,878.57
[illegible] - $ 4,697.28

FORM 8-A-1 5M 6-35

COMMISSION

HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

20

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

X

OREGON STATE HIGHWAY COMMISSION
SALEM

205-C

IN REPLY PLEASE REFER TO FILE NO.

October 14th, 1936

Mr. F. H. Lynch
District Engineer
Bureau of Public Roads
Portland, Oregon

NOTED
State Highway Engineer

Dear Sir:

Your concurrence is requested in an extension of time on Harold Blake's Contract No. 1832, Klamath Falls-Midland Section, F.A.P. 205-C.

The work was diligently prosecuted, and all contract items completed in advance of the specified date of completion except the cable guard fence. The contractor was unable to get delivery on the structural grade lumber to be used in the guard fence, and as a result of this delay was unable to complete this item within the specified time.

As traffic was not inconvenienced, nor engineering costs increased, it is our recommendation that the extension be granted without penalty from September 30th, to October 15th, 1936.

Very truly yours,

R. H. BALDOCK
STATE HIGHWAY ENGINEER

By

H. G. Smith
Construction Engineer

HGS:AR

cc to: R. H. Baldock

202 Contract Days

X

Form 333—5M—5

205-C

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending October 10, 1936

Section Klamath Falls-Midland

Kind of work Bit. Mac. Surface

Highway Klamath Falls-Weed

Section prefix 11[illegible]-1014 F. A. 205-C

Contractor Harold Blake

Contract number 1832

Date of contract March 12, 1936

Date of completion September 30, 1936

Date work started April 12, 1936

Estimated date of completion October 10, 1936

Amount of contract $124,640.00

Per cent of time elapsed 100%

Estimated cost of completed project, exclusive of engineering $123,595.00

Per cent of contract completed, based on total contract price 100%

Engineering cost to date, $34[illegible], 2.8%

Date project was completed October 10, 1936

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The road was officially dedicated on Monday, the ceremony being attended by the members of the Highway Commission, the State Highway Engineer and other State road officials as well as by prominent people from both Oregon and California, the opening being under the auspices of the Cascade Wonderland Association in convention at Klamath Falls at the time.

A small crew worked on guard fence during the week completing same on Saturday October 10th. This item being the only uncompleted work to be done the job is officially complete as of October 10th and this is the final report.

Mr. Sargent of the U. S. B. P. R. was over the project on Wednesday.

Seeding under State force order will start upon receipt of the seed which I understand is being purchased thru the Board of Control. H.G.S.-Please Check.

RECEIVED
OCT 13 1936

NOTED
SMITH

Signed C. C. Kelley

Address [illegible] Klamath Falls, Ore.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

STATE PRINTING DEPT.

	GRADING	SURFACING	NTENANCE MATERIALS	OIL AN BITUMINOUS MACADAM	PAVING
Miles in project	Complete Bridge ends	4.93		4.93	
Miles partially completed		4.93		4.93	
Miles completed		4.93		4.93	
Total estimated quantities	4300	47,904	3000	7800	
Estimated quantities moved or placed to date	4300	47,904	3000	7800	
Average daily quantities	0	0	0	0	
Average daily quantities necessary to complete project on time	0	0	0	0	
Number shifts per day	1 on guard fence				
Hours per shift	8				
Average force on project for week	7				

Percentages of men employed on contract to be secured from:

County, ...%; County, ...%; County, ...%; County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men						Supervision	1
Men and teams						Skilled	0
Men and trucks under 3 tons						Intermediate	0
Men and trucks over 3 tons						Unskilled	6
Men and tractors							
						TOTAL	7

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....,

Compressors ...., Bull Dozers ...., Sheet-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	"		
Tuesday	"		
Wednesday	"		
Thursday	"		
Friday	"		
Saturday	"		

205-C

September 25, 1936

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

In accord with the request contained in your letter of September 18, 1936, we are sending, under separate cover, three copies of an agreement between the Southern Pacific Company and the State Highway Commission, covering the construction of the Midland Overcrossing, which work is being done under Project No. WPGH 205-C

The agreement, likewise, provides for the moving of the railway company's signal and power lines, but this work had to be done prior to the construction of the roadway, which work was done under Project No. NRH 205-C (1935). Accordingly, since the necessity of moving the signal and power lines was occasioned principally on account of the construction of the roadway, the expense was included in the roadway cost.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.________

POST OFFICE BUILDING
PORTLAND, OREGON

RECEIVED
SEP 19 1936
OREGON
WAY COM

September 18, 1936

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to the contingency items of relocating power and signal lines, claimed on the final voucher for Oregon USPW project NRH 205-C (1935).

We should have copies of the agreements with the utilities, and if the agreements themselves do not recite the circumstances requiring the work, we should appreciate an explanation of the necessity therefor.

Since no further action can be taken on the voucher until copies of the agreements are available, we request that you furnish them as soon as possible.

Very truly yours,

WHLynch

W. H. LYNCH
District Engineer

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

RECEIVED SEP 8 1936

Stencil No. 124

IN YOUR REPLY PLEASE REFER TO FILE No. Oregon F.A.P. 205-C

POST OFFICE BUILDING
PORTLAND, OREGON

September 17, 1936

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the modified project agreement and certificate for the above numbered project.

Very truly yours,

W. H. LYNCH
District Engineer

By L J Caufield
L. J. Caufield
Highway Engineer

Encls.

Jor

Section C,
Oregon Federal Aid Project No. 205.

Hrj. 26438

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on November 30, 1935, by the Oregon State Highway Commission, and on January 22, 1936, by the Secretary of Agriculture, the said parties entered into an agreement for the improvement of that certain road described therein and designated as Section C of Oregon Project No. 205; and

WHEREAS, the said State Highway Commission has requested approval of a revision of the plans, specifications and estimate approved for said Section C to provide for an extension of the project from survey station 67+58 to survey station 8+00, and from survey station 79+65 to survey station 281+50 (excepting therefrom that portion between survey stations 138+80.38 and 141+68.22), thereby increasing its length from 0.228 of a mile to 5.164 miles, and to provide for the construction of a bituminous macadam wearing surface over the entire extension; and by reason thereof has requested that the estimate of cost approved for said Section C be increased from $176,808.50 to $308,467.50, and that the Federal funds approved and set aside to the credit of said Section C be increased from $107,853.18 to $173,682.68:

NOW, THEREFORE, It is hereby mutually agreed by and between the said Oregon State Highway Commission and the Secretary of Agriculture that the plans, specifications and estimate approved for said Section C be revised in the manner above indicated, and that the said project agreement be amended as follows:

The third "Whereas" paragraph shall read:

"Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications and estimate and the sum of one hundred seventy-three thousand, six hundred eighty-two and 68/100 dollars ($173,682.68) as the share of the United States payable under said act on account of Section C of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:"

Article II shall read:

"Article II. This agreement covers the following highway as described in detail in said surveys, plans and specifications:

"Between survey station 8+00 in the SE 1/4 of Sec. 7, T. 39 S., R. 9 E., W.M. at a junction with Federal Aid Project 95 near Klamath Falls, and survey station 281+50 in the NW 1/4 of Sec. 1, T. 40 S., R. 8 E., W.M. (excepting therefrom that portion between survey stations 138+80.38 and 141+68.22), length 5.164 miles, in Klamath County, being Section C of Oregon Project No. 205, consisting of 4.936 miles of roadway and one bridge and overcrossing 0.228 of a mile in length, known locally as the Klamath Falls - Weed Highway, between official control points Klamath Falls and a point on the Oregon - California State Line en route to Weed, California."

Article IV.

"Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section C of said project shall not in any event exceed the sum of one hundred seventy-three thousand, six hundred eighty-two and

> 68/100 dollars ($173,682.68), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of three hundred eight thousand, four hundred sixty-seven and 50/100 dollars ($308,467.50), the approved total estimated cost of Section C of said project."

Except as herein specifically modified, the said project agreement shall remain in full force and effect.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for Project No. 112.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, the Oregon State Highway Commission on the 26th day of June, 1936, and the Secretary of Agriculture on the 3rd day of September, 1936.

OREGON STATE HIGHWAY COMMISSION

By Henry F Cabell
Chairman, State Highway Commission

By E B Aldrich
Member, State Highway Commission

By ______________________
Member, State Highway Commission

SECRETARY OF AGRICULTURE,

____
Acting Chief, Bureau of Public Roads.

Section C,
Oregon Project No. 205.

10

Form PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND MATES

(*Under "An Act to provide that the United States shall aid the States construction of rural roads, and for other purposes," approved July 11, 191 acts amendatory thereof and supplementary thereto.*)

To

The Secretary of the Treasury, and

The State Highway Departm of the State of Oregon

Pursuant to the acts ab cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as Project No. 205-C, State of Oregon.

Second. That in accordance with said provisions I have approved the sum of $ 308,467.50 in lieu of the $107,853.18 approved by Certificate of Jan. 22, 1936, as the total estimated cost of said project, and the sum of $ 173,182.68 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this 3rd day of September one thousand nine hundred and thirty-six.

Secretary of Agriculture,

By
Acting Chief, Bureau of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE: 1934

205-C

#1750

x

September 12, 1936

Aetna Casualty & Surety Company,
Bates, Lively & Pearson, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

You are advised that it is the intention of the State Highway Commission to makesemi-final payment to C. J. Montag & Sons on Contract No. 1750 for the construction of an overcrossing over the Klamath River & Great Northern Railway Tracks on the Klamath Falls-Weed Highway in Klamath County. This payment will be made on or after September 22, 1936.

Kindly acknowledge receipt of this letter.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary.

Dict. by J. McFarland.

205-C

August 19, 1936

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Reference is made to project agreement estimate dated April 16, 1936, covering Oregon Federal Aid Project No. 205-C, the Klamath Falls-Midland Section.

This estimate contained items under "Roadside Improvement", Stations 8+00 to 152+00, of $5,172.20. This improvement consisted of the constructing of an oiled footpath along the shoulder of this section.

We are now in receipt of advice from our Washington Office that incidental work of this character should not be allocated as a roadside improvement charge. While footpath construction along highways is recommended as a safety measure, it is believed such construction should be treated as an incidental item in the estimate when included as a part of the regular highway contract.

Footpath or walk construction which is incidental to the comprehensive improvement of a roadside area may be considered a roadside item when it is a reasonable part of the whole landscape design. Footpaths, however, constructed as a minor part of new general highway construction, are not a chargeable item to the minimum percentage reserved for roadside demonstration purposes.

However, insofar as Federal participation is concerned there is no objection to the inclusion of incidental construction items of this character in the regular roadway estimates in order to obtain the economy which may result therefrom. The general highway item "footpaths", is not considered as proper subsidiary work to be included under roadside improvement nor to be credited as such except in reasonable amount in connection with approved plans for roadside development.

Very truly yours,

W. H. LYNCH
District Engineer

FORM 8-A-1 10M
COMMISSION
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

205C

×

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

August 6, 1936.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. W. E. Chandler,
Division Engineer,
Bend, Ore.

NOTED
State Highway Engineer

Dear Sir:

In regard to damage to county roads caused by hauling for the Blake Construction Company from Miller Hill to the Klamath Falls-Wood Highway.

I would suggest that you work up a price agreement with the contractor to do such repair work as is necessary to place these roads in their original condition and submit it for further discussion.

I do not remember that this road was anything but a very poorly constructed county road, therefore our work should be limited to replace them in their former condition. If the bridges are being overtaxed it may be cheaper for you to repair them with maintenance forces. Please investigate that angle also.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

HGS/H

CC to
R.H.Baldock

FORM [illegible] 6-35
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF K. D. LYTLE, DIVISION ENGINEER
BEND, OREGON

August 3, 1936

REFERRED TO
H G Smith
State Highway Engineer

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Attention: Mr. H. G. Smith

Dear Sir:

I am forwarding you herewith a letter from County Engineer from Klamath County and one from Mr. Kelley our Resident Engineer at Klamath Falls, also a map of Klamath County. Each state in these letters there is no question that considerable damage is being done to county roads by the contractor. If this damage was entirely corrected at the end of the job considerable amount of material and blading would be required.

There is no special provision in the contract for such work therefore it would be up th the State to pay for such extra work and extra materials as would be required.

Will you please advise if it is against the policy of the Commission to take care of matters such as this. If it could be allowed I would be glad to make up a definate estimate when the job is nearer completion.

Very truly yours,

W. E. CHANDLER
DIVISION ENGINEER

wec/e
encls.

COMMISSIO
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

COPY

OREGON STATE HIGHWAY COMMISSION

~~OFFICE OF K. D. LYTLE, DIVISION ENGINEER~~
~~BEND, OREGON~~

119 South Fifth Street
Klamath Falls, Oregon

July 23, 1936

Mr. W. E. Chandler
Division Engineer
State Highway Department
Bend, Oregon

Dear Sir:

Please note the attached letter from the Klamath County Engineer in reference to hauling over county roads by the contractor on the Klamath Falls-Midland Section, Contract No. 1832.

The contractor is doing only such maintenance as is required for his own convenience and I find no provision of the contract, which compels him to do otherwise.

These county roads will, no doubt, be in worse condition at the time of completion of the hauling operations than they were at the time hauling commenced, regardless of maintenance being done by the contractor.

Please reply to the County Engineer's letter and advise me if anything is to be done by the State in the way of restoring the roads to their former condition.

Yours truly,

C. C. KELLEY
RESIDENT ENGINEER

COPY

KLAMATH COUNTY ENGINEER
FRANK Z. HOWARD, CO. ENG.
Klamath Falls, Oregon
July 16, 1936

Mr. C. C. Kelley, Construction Engineer
Oregon State Highway
Klamath Falls, Oregon

RECEIVED
AUG 4 - 1936

Dear Sir:

A number of complaints have come in from farmers who use the Miller Island and the old Midland County roads, that the truck hauling of rock from Miller Hill to the Klamath Falls-Weed highway is putting these roads in very bad condition, and demolishing three small bridges across irrigation canals.

These roads were never designed for more than a very light farm traffic, and will be entirely destroyed as gravelled roads before the Klamath Falls-Weed job is completed unless some heavy maintenance is done at once.

Now, the Klamath County road budget never contemplated any such traffic or maintenance on the two roads mentioned, The County Court feels that it is no more than right for the State Highway and the Contractor to at least keep these roads and leave them in as good condition as when the hauling job began.

I would appreciate it, if this matter could be brought to the attention of the highway department and the contractor at once. The attached map will show the approximate location of the two roads in question.

Very truly yours,

Frank Z. Howard,
County Engineer

FZH:fh
cc R. H. Baldock
cc Blake Construction Co.

205-C

+

RECEIVED
AUG 5 1936
OREGON
STATE HIGHWAY COMMISSION

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. No. 8

POST OFFICE BUILDING
PORTLAND, OREGON

August 4, 1936

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Final inspection of Oregon WPGH 205-C, Midland Overcrossing, Klamath Falls-Midland Section, Klamath Falls-Weed Highway, was made by a representative of this office on July 30, 1936. Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By LJCaufield
L. J. Caufield
Highway Engineer

Jon

#1764

205-C

July 15, 1936

United States Fidelity & Guaranty Company,
G. B. Eckles, Agent,
Bedell Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 1764 for the construction of the Midland Overcrossing on the Klamath Falls-Weed Highway in Klamath County, has been completed by the Contractors, Barham Brothers, and that final settlement will be made by the State with said contractors for work done under said contract on or after July 25, 1936.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in thenperformance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as you appear as surety on the bond furnished by the above contractors. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractors in connection with this contract will be $29,947.76 including the final payment.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary.

Dict. by J. McFarland.

#1764

x

205-C

July 7, 1936

Mr. H. B. Glaisyer

Office

Contract #1764 with Barham Brothers for the construction of an overcrossing over the Southern Pacific Company's tracks on the Klamath Falls-Weed Highway near Midland in Klamath County, was completed on June 29, 1936.

Acceptance of this project and permission to pay the final estimate is hereby requested.

W. A. Reeves

DGD:MM

APPROVED BY HIGHWAY COMMISSION
DATE July 8, 1936
Secretary

v

205-C

HAROLD BLAKE
400 NORTH THOMPSON STREET
PORTLAND, OREGON

July 3,1936

Mr. R.H.Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Your letter of July 2nd referring to the matter of final settlement on the Klamath Falls-Midland section grading contract has been received.

I have not yet been able to make the check of the quantaties as intended but will either do so and report to you of the result or mail you a check for the amount in question by the 10th of August.

Yours very truly,

Harold Blake
Harold Blake

Payment rec'd
in August and
credited on books.

July 2, 1936

Mr. Harold Blake
Highway Contractor
400 North Thompson St.
Portland, Oregon

Dear Sir:

In our letter of April 27th, concerning the overpayment which has been made to you in connection with your contract for the grading of the Klamath Falls-Midland Section, we requested a statement from you as to when we may expect you to be in position to make settlement in connection with this overpayment and advised you that we desired to have the account closed as soon as possible. Two months have now elapsed since that letter was written and still no reply has been received. Neither, in so far as we know, has any action been taken by you toward the making of the check of quantities which you have indicated you desire to make.

It is our desire to be entirely fair and reasonable with you in this matter, but at the same time we do not propose to permit the overpayment referred to to stand indefinitely. Please, therefore, advise us at once as to what your plans in the matter are, bearing in mind that unless good cause for longer delay can be shown, we will not permit the overpayment to stand on our books for more than sixty days.

Very truly yours,

State Highway Engineer

April 27, 1936

Mr. Harold Blake
Highway Contractor
400 North Thompson St.
Portland, Oregon

Dear Sir:

In view of your statement to the effect that you desire to make further check and investigation before accepting the final estimate for the Klamath Falls-Midland Project, we are permitting the monthly payment on the Ashland-Neil Creek Project to go through by itself and will wait until some later date for a settlement of the overpayment in connection with the Klamath Falls-Midland Project.

We wish to assure you that it was not, and is not, our desire or intention to force you into a final settlement on the Klamath Falls-Midland Project before you have had opportunity to satisfy yourself that the settlement allows you all that you are entitled to under your contract. In tying the settlement up with the monthly payment for the Ashland-Neil Creek Project, we overlooked the possibility of your not yet being ready to make final settlement.

Unless it should develop that there has been no overpayment on the Klamath Falls-Midland Project, we will want to make final settlement by deduction from payments on others of your contracts, rather than by the acceptance of a cash payment, and we trust that an arrangement of that kind will not be unsatisfactory to you.

As we are anxious to close our accounts in connection with the project as soon as possible, we ask that you make your investigations and submit your claims, if you have any, within a reasonable length of time. We would appreciate a statement from you as to about when we may expect you to be in position to take final action.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:ER

205-C

JOINT REPORT OF THE
INVESTIGATION OF LABOR AND PAY ROLL TRANSACTIONS
RELATING TO

C. J. MONTAG AND SONS
KLAMATH FALLS, OREGON
CONTRACTOR

UNDER THE PROVISIONS OF
HIGHWAY COMMISSION CONTRACT #1750
KLAMATH RIVER BRIDGE PROJECT

BY
J. T. PASQUILL, PUBLIC ACCOUNTANT
PORTLAND, OREGON

AND

DIVISION OF AUDITS, OFFICE OF THE SECRETARY OF STATE
SALEM, OREGON

JOINT REPORT OF THE

INVESTIGATION OF LABOR AND PAY ROLL TRANSACTIONS

RELATING TO

[illegible]

[illegible], [illegible]

[illegible]

[illegible] OF

[illegible] CONTRACT #1259

[illegible]

BY

[illegible]

[illegible], [illegible]

AND

[illegible]

[illegible], [illegible]

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

J. J. Pasquell

J. W. [illegible]

Exhibit A

[illegible]

Exhibit A
(Continued)

Exhibit A
(continued)

[illegible]

Exhibit A
(Continued)

Exhibit A
(Continued)

Exhibit A
(continued)

[illegible]

Exhibit A
(Continued)

Exhibit A
(continued)

[illegible]

Exhibit A
(Continued)

Exhibit A
(Continued)

FORM 2-A-1 10M 1-36
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

[illegible] 5/25

205-C

May 21st, 1936

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock
State Highway Engineer
Office

Dear Sir:

At the Commission meeting held at the Benson Hotel the evening of April 23rd, I was instructed to prepare a letter stating the benefit obtained by the contractor and workman in the violation of certain of the labor specifications as written in the contract on the Klamath River and Great Northern Overcrossing, C. J. Montag & Sons, Contractors, contract #1750, Regular Federal Aid Project No. 205-C.

The apparent violations of the labor provisions of this contract seem to be mainly of four classifications:

1. Payment of single time for time worked in excess of 8 hours per day, or 48 hours per week, (state law and contract state double time shall be paid for time in excess of 8 hours in any one day, or 48 hours in any one week).

The benefit to the contractor in this case may be accredited to the fact that supervision is lessened due to a smaller crew and also to the fact that it is not necessary to instruct new men of the duties which an older employee would be expected to know. It is generally conceded that the breaking in of a new employee costs a contractor varying amounts until said man works into the organization. In this case it is more advantageous to keep a regular employee at work in excess of the time allowed if the extra work is of short duration, which is mostly the case on this job. Of course, if the contractor pays only single rate for overtime instead of double time this multiplies the advantage obtained in working over 8 hours.

If the workmen are paid only the single rate instead of the double rate they are cheated out of money which really due them.

2. The contract on this job states that workmen will not be allowed to work over 40 hours per week, except make-up time may be

made up if lost in the three preceding weeks.

The benefits obtained by the contractor in violating this specification are generally about the same as the violation of the 8 hour and 48 hours specification mentioned above. Partially restated this would be as follows: "In voilating the 40 hour specification a contractor would not have as much supervision trouble. This condition also lessens the forethought of planning additional short time crews, which at times is of considerable trouble. Further advantage is obtained by the fact that old time employees know duties and procedures of work on a particular project, while new men are sometimes a loss to the contractor until said men are educated to the job; this condition is especially true in the case of this job, which is a relief project, and relief men generally are not as adaptable to classified work as other men."

3. Payment of wages less than specified in contract.

Violations of this specification fall mostly to men working in skilled classes. It is part of the specifications that the contractor may obtain skilled men from places other than the National Re-employment Service.

If the contractor hires a skilled man from some distant point and obtains this man not through the Employment Service, and then works this man as an intermediate laborer there is immediately displaced a position which could be held by a local resident. Men are sometimes willing to take a job paying less than the specified amount when it is understood that they (the men) would probably not obtain work in their own district, but could by an arrangement such as above.

The contractor's advantage in a violation of this sort is mostly in the actual payment of a less wage than specified in the contract. There is an advantage to the workman in accepting a wage smaller than specified due to the scarcity of work during the winter months and a disadvantage to the workman by receiving less wages than he is entitled to.

4. This contract has a provision in which it is expected that the contractor furnish one man hour of relief labor for each $7.00 of contract items. The penalty in this specification is that the contractor shall pay the highway commission $1.00 for each man hour of relief labor which is short at the end of the job.

If a contractor certifies on his payrolls more relief hours worked than the employee actually worked there is the advantage of using up these relief hours early in the construction program and then release said relief men, who generally cost from 5% to 20% more for the work they do than non-relief men.

I was instructed at the afore mentioned Commission meeting to prepare a report from records obtained from the joint audit being conducted on the Montag job at Klamath Falls. At this time I have not received a copy of this audit so cannot prepare a report on same in time to hand in at the meeting for which it would be intended.

Very truly yours,

Ray Webber
RAY WEBBER
LABOR REGULATIONS ENGINEER

RW:AR

cc to: J. M. Devers
G. S. Paxson
H. G. Smith

FORM [illegible]

COMMISSIO[illegible]
HENRY F. CABE[illegible] CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

J. M. DEVERS
ATTORNEY

OREGON STATE HIGHWAY COMMISSION
SALEM

205-C

May 14, 1936

C. J. Montag & Sons,
1435 Johnson Avenue,
Klamath Falls, Oregon.

Gentlemen:

I have been directed by the Highway Commission to advise you that the matters in controversy with respect to your contract will be discussed by the Commission at its next meeting to be held in Portland Friday afternoon either in the Public Service Building or in the Benson Hotel.

Friday morning, May 22, 1936, we will get in touch with your attorney, Mr. Bowerman, and advise him of the hour and place.

It is requested that you be prepared at that time to discuss all matters in difference and all complaints that have been made.

Yours very truly,

J. M. DEVERS

JMD:FW

cc C. J. Montag & Sons,
Couch Building,
Portland, Oregon.

Jay Bowerman,
Attorney at Law,
Yeon Building,
Portland, Oregon.

Ray Webber
H. B. Glaisyer

D

205-C

May 1, 1936

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement for the Klamath Falls-Midland Section, F. A. Project No. 205-C.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ME

Encl.

Oregon State Highway Department

Federal Aid
Project No. 205-C

KLAMATH FALLS-MIDLAND SECTION OF THE KLAMATH FALLS-BEND HIGHWAY IN KLAMATH COUNTY

(Estimate as basis for modified agreement. Based on low bid prices.)

Salem, Oregon, April 16, 1936

Roadwork (Estimated Prices)

4,300	cu. yds.	Excavation, Single Classification	$0.40	$ 1,720.00
220	cu. yds.	Riprap	1.50	330.00
5,000	lin. ft.	Cable Guard Fence	0.85	4,250.00
35,400	cu. yds.	Rock Subbase	1.45	51,330.00
9,650	cu. yds.	Rock Base and Shoulders	1.60	15,440.00
4,800	cu. yds.	Filler	0.30	1,440.00
14,400	yd. mi.	Hauling Filler	0.15	2,160.00
4,800	M-Gals.	Sprinkling	1.25	6,000.00
7,600	cu. yds.	Mineral Aggregate in Place	2.55	19,380.00
412	tons	Asphalt in Place	24.00	9,888.00
122	tons	Emulsified or Cutback Asphalt	25.00	3,050.00
		Subtotal		$114,988.00
		10% Engr. & Cont.		11,498.80
		Total		$126,486.80

Length 4.936 miles
Cost per mile $25,625.36

Roadside Improvement (Sta. 8+00 to 152+00)

1,600	cu. yds.	Rock Subbase	$1.45	$ 2,320.00
650	cu. yds.	Rock Base and Shoulders	1.60	1,040.00
200	cu. yds.	Filler	0.30	60.00
600	yd. mi.	Hauling Filler	0.15	90.00
200	M-Gals.	Sprinkling	1.25	250.00
200	cu. yds.	Mineral Aggregate in Place	2.55	510.00
18	tons	Asphalt in Place	24.00	432.00
		Subtotal		$ 4,702.00
		10% Engr. & Cont.		470.20
		Total		$ 5,172.20

Length 2.444 miles
Cost per mile $2,116.28

Structure

1,660	cu. yds.	Excavation	$16.00	$ 26,560.00
100	cu. yds.	Excavation Below Plans	16.00	1,600.00
9,000	lin. ft.	Foundation Piling	0.50	4,500.00
2,600	cu. yds.	Class "A" Concrete	23.00	59,800.00
1,030	cu. yds.	Class "B" Concrete	22.00	22,660.00
640,000	lbs.	Metal Reinforcement	0.045	28,800.00
147,000	lbs.	Structural Steel	0.065	9,555.00
2,420	lin. ft.	Concrete Handrail	3.00	7,260.00
			Subtotal	$160,735.00
			10% Engr. & Cont.	16,073.50
			Total	$176,808.50

Length 0.228 mile

SUMMARY OF FUNDS REQUESTED

Item	Total Cost	Federal Aid Funds		State Funds
Roadwork	$126,486.80	$ 63,243.40	(50%)	$ 63,243.40
Roadside Improvement	5,172.20	2,586.10	(50%)	2,586.10
Structure	176,808.50	107,853.18	(61%)	68,955.32
	$308,467.50	$173,682.68		$134,784.82

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920
State Funds for Maintenance: Chap. 41, laws 1927

#1743

205-e

April 22, 1936

Hartford Accident & Indemnity Company
Jewett, Barton, Leavy & Kern, Agents
Lewis Building
Portland, Oregon

Gentlemen:

You are hereby notified that State Highway Contract No. 1743, for the construction of the Klamath Falls-Midland Section of the Klamath Falls-Weed Highway in Klamath County, has been completed by the contractor, Harold Blake, and that final settlement will be made by the State with said contractor for work done under this contract, on or after May 1, 1936.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied; and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractor in connection with this contract will be $73,800.54, including the final payment. Of this amount $280.73 was force account work.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

JM:CE

205-C

April 8, 1936

Harold Blake
400 N. Thompson St.
Portland, Oregon

Dear Sir:

By express we are sending to you today a fully executed copy of contract # 1832 which was awarded you on March 12, 1936 for 4.93 miles bituminous macadam surfacing on the Klamath Falls-Midland Section of the Klamath Falls-Weed Highway in Klamath County.

This copy is for your records and files.

Very truly yours,
OREGON STATE HIGHWAY COMMISSION

By
Secretary

DP

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

J. M. DEVERS
ATTORNEY

OREGON STATE HIGHWAY COMMISSION
SALEM

April 4, 1936

C. J. Montag & Sons,
701 Couch Building,
Portland, Oregon.

Gentlemen:

I am directed by the State Highway Commission to advise you of the matters set out in this letter with respect to your contract with the State of Oregon, which is State Highway Contract No. 1780, and which involves the construction of a bridge over the Klamath River and Great Northern Railroad on the Klamath Falls-Weed Highway three miles south of Klamath Falls.

Complaints and investigations indicate that there are several irregularities in connection with the conduct of your work, which in the absence of satisfactory explanation indicate a plain violation of many of the terms and provisions of the contract, and I am directed by the Highway Commission to advise you that pursuant to the terms of the contract the Commission will terminate the contract and take possession of the premises and all of the materials, tools and applicances and will complete the work by whatever method the Commission may deem expedient, and will, upon the completion of the work, make such exactions and apply such penalties as are permitted under the provisions of the agreement.

Investigation thus far made has disclosed that you have violated the provisions of your contract which permit you to work men not over 40 hours a week, except for the purpose of making up time lost during the three preceding weeks; that you have worked men over 48 hours in any one week when no emergency justifying such extra time existed, and that you have failed to pay the men double time for such overtime; that there is a violent discrepancy between the information shown on your payrolls with respect to amounts paid to men employed and the actual payment or compensation made to such men; that you have violated the provisions of your contract with respect to the relief men that you have employed and the hours which such men have worked, and that you have given incorrect information with respect to such relief men and their hours; that you have failed to cooperate with the State Highway Commission or its Engineer in carrying out the labor provisions of your agreement and have made it difficult and impossible so far as this particular job is concerned for the Commission to meet the requirements of the Federal government or the Bureau of Public Roads with respect to the measure of relief intended and contemplated by the contract in controversy.

You are advised that no further estimates will be paid on this job until you have satisfied the Commission that all delinquencies and irregularities have been corrected and that, should you be permitted to complete the work, you will conform to the specifications, provisions and requirements of the contract.

The Highway Commission will be in regular session in Portland on April 16th and 17th, at which time, if you so desire, you will be given an opportunity to be heard. This letter and notification is treated as the notice required under the provisions of the contract entitled "Annulment of Contract", and unless at the said meeting of the Commission to be held on April 16th and 17th you are able to satisfy the Commission with respect to the matters to which your attention is now called, the Commission will exercise its right under the contract to terminate the same. If you desire a definite hour during the next meeting of the Commission to present to the Commission your explanation, if you have an explanation, an hour will be set upon application by you.

Yours very truly,

J. M. DEVERS

JMD:FW

cc R. H. Baldock
H. B. Glaisyer
G. S. Paxson
C. H. Gram
W. H. Lynch
Carl Donaugh

April 1, 1936

Mr. R. H. Baldock
OFFICE

Dear Sir:

The Commission had under discussion at its meeting yesterday certain labor violations by contractor C. J. Monteg on his work south of Klamath Falls. It was decided that Mr. Devers is to notify the contractor of these violations and to tell him that no further payments will be made in connection with this contract until he has satisfied the Commission that he will not commit any more violations; also that he must pay the overtime heretofore brought to his attention which has not yet been paid. If he does not comply with the Commission's orders, the Commission will take the job over and complete it with state forces, and will refer to the State Labor Commission and the Bureau of Investigation the records in connection with violations heretofore committed.

The Commission also ordered an audit by the C. P. A. of Mr. Monteg's accounts. Mr. Devers is to invite Mr. Monteg to come before the Commission on April 18th to discuss this matter.

Very truly yours,

Secretary

HBG:dp

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

March 31st, 1938

IN REPLY PLEASE
REFER TO FILE NO.

Mr. J. [illegible] Devers
Attorney
Office

NOTED
State Highway Engineer

Dear Sir:

As a preliminary report on the labor investigation being conducted on the G. J. Montag job at Klamath Falls, which is a regular Federal Aid job, No. 205-C and State contract No. 1780.

I have found from records obtained approximately 173 individual violations where men are not paid double time for overtime worked but are paid straight time. Also this contract has set up in the provisions that workmen may not work over 40 hours in any one week, except make-up time may be made up if lost in the three preceding weeks. Considering make-up time, there are approximately 88 violations of this specification. Under State law workmen working over 48 hours in any one week are to be paid double time for such time. I have found approximately 25 violations of this nature. Further, the contractor certifies on payrolls each week that he pays the men at the rates shown and the amounts as given. These payrolls are required by the Federal Government as part of their specifications. After tabulating the checks and time books obtained, it seems that the contractor does not pay some of his men at the rates certified to.

This contract has a provision that the contractor shall provide 1 man hour work to a relief man for every $7.00 of contract items. In this matter it seems that the contractor may have worked some relief men a few hours in a given week and written a check for the correct hours worked, but in showing this man on the certified payroll he sometimes adds in a few extra hours to obtain more relief hours.

I have not obtained the complete records in this matter, and I doubt very much if they can be obtained, but I do feel that the violations mentioned above are a minimum and not the maximum if the rest of these records could be secured from the contractor.

I have turned all checks and 3 time books over to Carl Smith so that he may organize for an outside certified accountant to go over these records and tabulate these violations. Also, Mr. Probert will

J. H. Devers
5/21/38
Page 2

arrange to have 4 photostatic copies of all records made.

Very truly yours,

Ray Webber
RAY WEBBER
LABOR REGULATIONS ENGINEER

RW:AR

cc to: R. H. Baldock ✓
Carl Smith
S. E. Probert
G. S. Paxson
E. G. Smith

Montag labor violations

#1832

FORM 401 P 8-33 30M

20.5-C

APR [illegible] 1936

Union Oil Company of California

PRODUCERS AND REFINERS OF
CRUDE OIL, FUEL OIL, ROAD OIL AND ASPHALT,
UNION GASOLINE, KEROSENE AND DISTILLATE,
'RED LINE' LUBRICATING OILS AND GREASES.

ATWATER 9521

6TH FLOOR YEON BUILDING
Portland, Oregon

April 2, 1936

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

RE: HAROLD BLAKE
Portland, Oregon

Our records fail to disclose that we have had a reply to our letter of March 19th requesting complete information pertaining to the contract for certain road work on the Klamath Falls-Midland Section of the Weed Highway in Klamath County.

We will greatly appreciate your completing the attached form and return to this office in the enclosed business reply envelope.

Yours very truly,

UNION OIL COMPANY OF CALIFORNIA

T. J. Awbrey

District Credit Supervisor

LH:B
Encl

#1832

205-C

Union Oil Company of California

PRODUCERS AND REFINERS OF
CRUDE OIL, FUEL OIL, ROAD OIL AND ASPHALT,
UNION GASOLINE, KEROSENE AND DISTILLATE,
'RED LINE' LUBRICATING OILS AND GREASES.

ATWATER 9521

6TH FLOOR YEON BUILDING
Portland, Oregon

RECEIVED
MAR 20 1936
OREGON

March 19, 1936

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

RE: HAROLD BLAKE
Portland, Oregon

It is our understanding that Harold Blake has been awarded a contract for certain road work on the Klamath Falls-Midland Section of the Weed Highway in Klamath County.

We anticipate furnishing this contractor with his petroleum requirements on this job and will therefore appreciate your completing the attached Contractor's questionnaire and return to this office in the enclosed business reply envelope.

Yours very truly,

UNION OIL COMPANY OF CALIFORNIA

T. J. Aubrey

District Credit Supervisor

LH:B
Encl

6

FORM 5-A-1 6M 1-35
COMMISSIONS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE
H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

OREGON STATE HIGHWAY COMMISSION
SALEM

IN YOUR REPLY PLEASE REFER TO A.L.H.

March 19th, 1936

IN REPLY PLEASE REFER TO FILE NO.

Mr. Hardin C. Blackmer
District Attorney
Klamath County
Klamath Falls, Oregon

NOTED
State Highway Engineer

Dear Sir:

In response to your letter of March 11th, we are sending you the copy of easement from the Great Northern Railroad to Klamath County. We have made a photostat copy for our files.

Very truly yours,

R. H. BALDOCK
STATE HIGHWAY ENGINEER

By

H. G. Smith
Construction Engineer

Dictated by
H. H. Hackett
R

cc to: R. H. Baldock

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO.________

POST OFFICE BUILDING
PORTLAND, OREGON

March 12, 1936

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence in the award of contract, as of this date, for Oregon Federal Aid Project No. 205-C, Klamath Falls-Midland section of the Klamath Falls-Weed Highway, to Harold Blake, Portland, Oregon, who submitted the low bid.

Very truly yours,

W H Lynch
W. H. LYNCH
District Engineer

Jon

Portland 104 5m 2-17-36

#1764
Kla. Co

UNITED STATES FIDELITY AND GUARANTY COMPANY
PORTLAND OFFICE
1112 BEDELL BUILDING, PORTLAND, OREGON

GAYLORD B. ECKLES
Manager

205-C

RECEIVED
MAR 1 1 1936

March 10th, 1936.

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen: Re: #58266-12-860-35 - Barham Bros.

The above bond, executed on October 9th, 1935, covers contract for a 288 foot concrete bridge over the Southern Pacific Company's tracks on the Klamath Falls-Week Highway, near Midland, Klamath County, Oregon.

We enclose herewith our form inquiry blank which we ask that you kindly complete and return to us as promptly as possible, showing whether or not this contract has been fully and satisfactorily completed, and if so, the total amount paid the contractor.

Stamped and addressed envelope is also enclosed for your use in replying.

Thanking you for your attention to this matter, we remain,

Yours very truly,

Manager.

DW-

Dec. 20-
Earned $14,358.30
Ret'd. $ 2,153.75
Pd. $ 12,204.55

USF&G
FORTIETH
YEAR

Portland 104 5m 2-17-36

205-C

March 7, 1936.

Bureau of Public Roads
Box 3000
Portland, Oregon.

Gentlemen:

Following out the recommendations transmitted in your letter of March 2, concerning alleged violation of labor provisions by C. J. Montag & Sons, contractors on Oregon Federal Aid Project 205-C, we will assign Mr. Ray Webber to cooperate with a member of your organization in investigating this matter.

We are asking Mr. Webber to contact your organization in arranging for this investigation.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc G. S. Paxson
Ray Webber

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREGON

RECEIVED
MAR 4 1936
OREGON
STATE HIGH

IN YOUR REPLY PLEASE
REFER TO FILE No. FA 205-C

March 2, 1936

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to your letter of February 17, regarding alleged violations of labor provisions by C. J. Montag & Sons, contractors on Oregon Federal Aid Project 205-C.

Under the regulations, only illegal rebates of wages of persons employed on Federal-aid projects, are subject to prosecution under Federal laws. Violations of other special provisions, required under the regulations to be incorporated into the contracts for the construction of Federal-aid highways, must be considered as any other provisions subject to the supervision of the State Highway Department as the contracting authority.

We believe that the information submitted with your letter is sufficient to warrant further investigation. The expenditures for such investigations must be considered a necessary part of the cost of supervision, and can be approved as such. We will be pleased to cooperate by assigning an employee of the Bureau to work with you in this matter, until sufficient evidence has been collected to determine whether the violations are subject to prosecution under Federal law or State law.

Yours very truly,

W. H. LYNCH
District Engineer

By F. E. Andrews
F. E. Andrews
Sr. Highway Engineer

REFERRED TO
Pexson

See me
re - this -

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

RECEIVED
FEB 26 1936
OREGON
STATE HIGHWAY COMMISSION

IN YOUR REPLY PLEASE
REFER TO FILE No.__________

POST OFFICE BUILDING
PORTLAND, OREGON

February 24, 1936

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Federal Aid Project No. 205-C, the Klamath Falls-Midland section of the Klamath Falls-Weed Highway, bituminous macadam surfacing, have today been recommended for approval.

This is your authority for advertising for bids, subject to final review and approval by the Chief Engineer of the Bureau.

Very truly yours,

W. H. LYNCH
District Engineer

By F. E. Andrews
F. E. Andrews
Sr. Highway Engineer

February 21, 1936

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

We are today sending, under separate cover, five blueprint copies of the guard fence plan for the Klamath Falls-Midland Section, FA Project No. 205-C.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ME

205-C

February 19, 1936

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate to accompany plans and specifications for surfacing and bituminous macadam work on the Klamath Falls-Midland Section, Federal Aid Project No. 205-C.

Five bid proposals and five blueprint copies of typical cross-section and summary sheet number 2-A are being sent under separate cover.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department   Federal Aid Project No. 205-C

KLAMATH FALLS-MIDLAND SECTION OF THE

KLAMATH FALLS-MALIN HIGHWAY IN KLAMATH COUNTY

(Estimate to accompany plans and specifications for bituminous macadam construction. Not as basis for project agreement.)

Salem, Oregon, February 19, 1936

Roadwork (Estimated Prices)

4,300	cu. yds.	Excavation, Single Classification	$0.50	$ 2,150.00
220	cu. yds.	Riprap	2.00	440.00
5,000	lin. ft.	Cable Guard Fence	1.00	5,000.00
35,400	cu. yds.	Rock Sub-base	1.35	47,790.00
9,650	cu. yds.	Rock Base and Shoulders	1.35	13,027.50
4,800	cu. yds.	Filler	0.40	1,920.00
14,400	yd. mi.	Hauling Filler	0.15	2,160.00
4,800	M-Gal.	Sprinkling	1.25	6,000.00
7,600	cu. yds.	Mineral Aggregate in Place	3.00	22,800.00
412	tons	Asphalt in Place	26.00	10,712.00
122	tons	Emulsified or Cutback Asphalt	26.00	3,172.00
		Subtotal		$ 115,171.50
		10% Engr. & Cont.		11,517.15
		Total		$ 126,688.65

Length 4.936 miles
Cost per mile $ 25,666.25

Roadside Improvement (Sta. 8+00 to 152+00) (Estimated Prices)

1,600	cu. yds.	Rock Sub-base	$ 1.35	$ 2,160.00
650	cu. yds.	Rock Base and Shoulders	1.35	877.50
200	cu. yds.	Filler	0.40	80.00
600	yd. mi.	Hauling Filler	0.15	90.00
200	M-Gal.	Sprinkling	1.25	250.00
200	cu. yds.	Mineral Aggregate in Place	3.00	600.00
18	tons	Asphalt in Place	26.00	468.00
		Subtotal		$ 4,525.50
		10% Engr. & Cont.		452.55
		Total		$ 4,978.05

Length 2.444 miles
Cost per mile $ 2,036.84

Structure (Contract Prices)

1,660	cu. yds.	Excavation	$ 16.00	$ 26,560.00
100	cu. yds.	Excavation Below Plans	16.00	1,600.00
9,000	lin. ft.	Foundation Piling	0.50	4,500.00
2,600	cu. yds.	Class "A" Concrete	23.00	59,800.00
1,030	cu. yds.	Class "D" Concrete	22.00	22,660.00
640,000	lbs.	Metal Reinforcement	0.045	28,800.00
147,000	lbs.	Structural Steel	0.065	9,555.00
2,420	lin. ft.	Concrete Handrail	3.00	7,260.00
			Subtotal	$ 160,735.00
			10% Engr. & Cont.	16,073.50
			Total	$ 176,808.50

Length 0.228 mile

SUMMARY OF FUNDS REQUESTED

Item	Total Cost	Federal Aid Funds		State Funds
Roadwork	$126,688.15	$ 77,279.77	(61%)	$ 49,408.38
Roadside Improvement	4,978.05	3,036.61	(61%)	1,941.44
Structure	176,808.50	107,853.18	(61%)	68,955.32
	$308,474.70	$188,169.56		$ 120,305.14

205-C

February 17, 1938

U. S. Bureau of Public Roads
P. O. Box 3900
Portland, Oregon

Gentlemen:

Observations made during the progress of the work on the Klamath River Bridge and Great Northern Railroad Overcrossing in Klamath County, Federal Aid Project 205-C, have made us fearful that irregularities are occurring in connection with the certified transcript of labor pay rolls furnished by the contractor. We accordingly required the contractor to submit to us his cancelled checks covering such pay rolls and in comparing them with the pay rolls submitted, find a large number of discrepancies therewith.

This Department does not have the personnel or organization to conduct an audit of the contractor's records pertaining to the compliance with the labor provisions of the contract, and since the violation, if such has occurred, is of a federal regulation we feel that such an audit and the enforcement of these labor regulations is a function of the federal organization rather than the State.

We are, therefore, submitting herewith, a copy of a report made by our Resident Engineer in which the cancelled checks as given us by the contractor are compared with the amounts shown on the corresponding pay roll. We do not guarantee that this tabulation is correct, nor that it presents all of the facts pertaining to this matter. We would ask advise from you as to what further steps the State should take.

Very truly yours

R. H. Baldock
State Highway Engineer

GSP LD

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1
POST OFFICE BUILDING
PORTLAND, OREGON

RECEIVED
FEB 8 1936
OREGON
STATE [illegible] COMMISSION

Stencil No. 124

IN YOUR REPLY PLEASE REFER TO FILE No. Oregon 205-C &
WPGH-205-C

February 7, 1936

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the __________ project agreement and certificate for the above numbered project.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Highway Engineer

Encls.

Tom

Fl 4pr 26438

Form P. R. 2

State Oregon

Project No. 205, Section C

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

UNITED STATES DEPARTMENT OF AGRICULTURE

WASHINGTON
GOVERNMENT PRINTING OFFICE
1933

8—5518

Form P. R. 2

PROJECT AGREEMENT

Memorandum of Agreement made this 30th day of November, 1935

by and between the Oregon State Highway Commission , constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 13th day of September, 1933, a project statement, which was approved by the Secretary on the 22d day of September, 1933, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for Section C of said project which were recommended for approval by the United States District Engineer on the 21st day of August, 1935; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of one hundred seven thousand, eight hundred fifty-three and 18/100 dollars ($107,853.18) as the share of the United States payable under said act on account of Section C of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

8—5018

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State under Chapter 175, Laws of 1917, and Chapter 31, Laws of 1920. (Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Klamath River Bridge and Overcrossing.

Between survey station 67+58 and survey station 79+65, in the East 1/2 of Section 18, T. 39 S., R.9 E., W. M.,

, length 0.228 of a mile~~s~~, in Klamath County, being Section C of Oregon project No. 205, consisting of 1 bridge~~s~~ and overcrossing of more than 20 feet clear span, 0.228 of a of a mile in length, known locally as the Klamath Falls-Weed Highway, between official control points Klamath Falls and a point on the Oregon-California State Line, enroute to Weed, California.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section C of said project shall not in any event exceed the sum of one hundred seven thousand, eight hundred fifty-three and 18/100 dollars ($107,853.18), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of one hundred seventy-six thousand, eight hundred eight and 50/100 dollars ($176,808.50), the approved total estimated cost of Section C of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to the State Treasurer

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon

(Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

[illegible]

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chapter 41, Laws of 1927.

(Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the 22d day of Jany, 1936

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Henry F. Cabell

Chairman, State Highway Commission
(Title of officer)

By

Member, State Highway Commission
(Title of officer)

By F L TouVelle

Member, State Highway Commission
(Title of officer)

By

(Title of officer)

By

(Title of officer)

Secretary of Agriculture

U S GOVERNMENT PRINTING OFFICE: 1934 8—5518

By R. E. Boykin
Acting Chief, Bureau of Public Roads.

Form PR. 9—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

The Secretary of the Treasury, and

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as Project No. 205-C, State of Oregon

Second. That in accordance with said provisions I have approved the sum of $ 176,808.50 as the total estimated cost of said project, and the sum of $ 107,853.18 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this 22d day of January one thousand nine hundred and thirty-six

Secretary of Agriculture,

By R. E. Boykin
Acting Chief, Bureau of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE: 1934 8—4830

ER-44pr- 287

Form P. R. 2

State Oregon

U.S.Works Program Grade Crossing Project No. WPGH 205, Sec. C

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

UNITED STATES DEPARTMENT OF AGRICULTURE

WASHINGTON
GOVERNMENT PRINTING OFFICE
1933

Form P. R. 2

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 30th day of November, 1935

by and between the Oregon State Highway Commission, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto; particularly the Emergency Relief Appropriation Act of 1935, approved April 8, 1935 (Public Res. No. 11 74th Cong.):

Whereas the Highway Department of said State submitted on the 12th day of September, 1935, a project statement, which was approved by the Secretary on the 22nd day of September, 1935, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for Section 6 of said project which were recommended for approval by the United States District Engineer on the 21st day of September, 1935; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of thirty six thousand, seven hundred nine and 20/100 dollars ($36,709.20) as the share of the United States payable under said act on account of Section 6 of said project, which ~~[illegible]~~ is the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State from funds appropriated under act approved April 8, 1935, (Include date and citation of

(Public Res. No. 11 74th Cong.).
act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 133+60.36 and survey station 141+68.22, all in the SE 1/4 of Section 19, T. 39 S., R. 9 E.,

, length .065 of a mile~~s~~ in Klamath County, being Section C of Oregon U.S.Wks.Prog. Grade Crossing project No. WPGH 205, consisting of xxxxxxxxxxxxxxxxxxx 1 bridges, each of more than 20 feet clear span, 0.065 of a mile in length. known locally as the Midland (S.P.R.R.) Overcrossing of the Klamath Falls-Midland Section of the Klamath Falls-Weed Highway. Between official control points Klamath Falls and a point on the Oregon-California State Line enroute to Weed, California.

8—5518

RECEIVED
NOV 22 1935
DISTRICT 1

CHARACTER AND METHOD OF CONSTRUCTION

Article III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section C of said project shall not in any event exceed the sum of thirty six thousand, seven hundred nine and 20/100 dollars ($36,709.20), certified to the Secretary of the Treasury as above mentioned, which d~~oes not exceed the authorized Federal pro rata share of~~

~~dollars ($~~ is ~~)~~, the approved total estimated cost of Section C of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to the State Treasurer

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

~~In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.~~

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing

Chapter 41, Laws of 1927.

funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the 22d day of Jany, 1936

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Henry F. Cabell

Chairman, State Highway Commission
(Title of officer)

By

Member, State Highway Commission
(Title of officer)

By F L Tou Velle

Member, State Highway Commission
(Title of officer)

By

(Title of officer)

By

(Title of officer)

SECRETARY OF AGRICULTURE,

By R. E. Boykin
Acting Chief, Bureau of Public Roads.

8—5518

Form PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department ~~as~~ U.S. Works Prog. Grade Crossing Project No. WPGH 205-C State of Oregon.

SECOND. That in accordance with said provisions I have approved the sum of $36,709.20 as the total estimated cost of said project, and the sum of $36,709.20 as the share of the United States, payable under said acts on account of such project, which ~~[illegible]~~ is ~~[illegible]~~ of said total estimated cost.

Done at the city of Washington, this 22d day of January one thousand nine hundred and thirty-six

SECRETARY OF AGRICULTURE,

By R. E. Boykin
Acting Chief, Bureau of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE: 1924 8—[illegible]

205-e

#1743

January 24, 1936

Hartford Accident & Indemnity Company,
Jewett, Barton, Leavy & Kern, Agents,
Lewis Building,
Portland, Oregon.

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to Harold Blake on Contract No. 1743, Klamath Falls-Midland Section of the Klamath Falls-Weed Highway in Klamath County.

This payment will be made on or after February 5, 1936.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

Dict. by J. McFarland.

PR 205-C

205-C

January 23, 1936

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Reference is made to your letter of January 22nd, 1936, containing an inquiry concerning the discrepancy in contract number 1764 for the unit price of "Excavation below Elevation." Please be advised that the written unit price is correct and the figures should be corrected accordingly.

It is our suggestion that you make the necessary corrections in the copies of the contract which you have. The original copy on file in this office contains a corresponding correction, but this correction was inadvertently omitted in the copies furnished to you.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Bash/ER

205-C

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.________

POST OFFICE BUILDING
PORTLAND, OREGON

January 22, 1936.

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Reference is made to certified and two additional copies of contract for Oregon WPGH 205-C, recently received.

We notediscrepancy between written unit price for excavation below elevation and the figures used. The written figure is $3.00, the other is $2.00. Extensions are made on the basis of the written figure. This same discrepancy appeared in the project agreement estimate. We changed the figure to $3.00, before forwarding same to Regional Office.

We are holding in this office copies of contract on this project and the initial voucher for the same. Please advise what the unit price was on the original contract and which price actually is to govern in payment. Please advise, also, if you wish the copies of contract returned for correction.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Highway Engineer

FORM [illegible]
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF K. D. LYTLE, DIVISION ENGINEER
BEND, OREGON

205 C

January 7, 1936

NOTED
State Highway Engineer

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Attention: Mr. H. G. Smith

Dear Sir:

Until the bridge department puts in a toe wall at the north end of the bridge across the Klamath River on the Klamath Falls-Weed Highway, we will not be able to put in the approach fill.

The center line profile shows plenty of room but due to the angle of the railroad crossing the toe of the fill on the north or east side goes out on the track. We discussed the advisability of putting in a hand placed rock fill on a one to one slope but the rock in this vicinity is soft and crumbly and hence unfit for such type of work, then too, the railroad would probably object to such a practice on this high fill.

Will you please discuss this matter with the bridge department. The vicinity map should show the location of the trouble.

Very truly yours,

K. D. LYTLE
Division Engineer

kdl/e
cc M. Stephenson

COMMISSION
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

X

205-C

OREGON STATE HIGHWAY COMMISSION

SALEM

December 28th, 1935

IN REPLY PLEASE REFER TO FILE NO.

Mr. K. B. Lytle
Division Engineer
Bend, Oregon

Dear Sir:

I believe it is desireable to contract the surfacing on the Klamath Falls-Bend Highway in the near future in order that it may be finished well before winter. Can you furnish the specifications soon?

Very truly yours,

R. H. BALDOCK
STATE HIGHWAY ENGINEER

By

H. G. Smith
Construction Engineer

HGS:AR

[illegible]ed to: R. H. Baldock

State Highway Engineer

205-e

OREGON STATE HIGHWAY COMMISSION

December 23, 1935

Mr. Harold Blake, Contractor
400 N. Thompson Street
Portland, Oregon

Dear Sir:

Attached we are handing you Klamath County Fund warrant #950 in favor of this commission and bearing our endorsement for the sum of $27.15. This warrant was meant to cover your bill of September 3, 1935 against the Highway Commission for moving a house and cleaning up its foundation site at station 90—50 on the new Wood Road and was made payable to this department by error instead of to yourself.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By
Bookkeeper

RVH:IS
Encl.
cc C. C. Kelley

FORM 2-A-1 6M 8-[illegible]
COMMISSION
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

RECEIVED
DEC 23 1935
OREGON
STATE HIGHWAY COMMISSION

IN REPLY PLEASE
REFER TO FILE NO.

Klamath Falls
December 21, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir: Attention Mr. [illegible] V. [illegible]

In reference to the attached file please be advised that the warrant No. 950 of Klamath County should have been made in favor of and delivered to Harold Blake, contractor, whose address is 4[illegible] N. Thompson Street, Portland Oregon.

Have not seen the warrant but assume from the correspondence that it is made out to the State, in which case it is suggested that the auditor make proper endorsement and mail the same to Mr. Blake. If this can not be done, then send the check to me and I will return it to the county and have another check made in Blake's favor.

The warrant covers payment for work done by Blake on Contract No.1743 in connection with the removal from the right of way of a building at station 96 + 60. Blake originally billed the state for this account but the same being a "right of way" item could not be approved as a force account charge under the contract and was therefore referred to the county for payment.

Yours truly

C C Kelley

C. C. Kelley
Resident Engineer

cc- R. D. Lytle
Harold Blake
Klamath County Court

2-A-1 23161 5M 7-35
COMMISSION
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

Klamath Falls, Oregon

IN REPLY PLEASE REFER TO FILE NO.

December 19, 1935

Mr. R. H. Baldock
State Highway Engr.
Salem, Oregon

Attention: R. V. Hollenberg

Dear Sir:

In reply to your letter dated December 16th concerning Klamath County road fund warrent # 950 in the amount of $ 17.15, we have taken this up with the Klamath County road department and they advise that this warrentis in connection with moving some buildings by Harold Blake under his contract on the new Weed road, contract number 1743 with the State Highway Department;

We would suggest that you take this matter up with Mr. C. C. Kelley, Engineer in charge of this job in connection with the above warrent.

Respectfully,

C C Seeley

C. C. Seeley
Dist. Maint. Supt.

cc Mr. Lytle

Mr Kelley:

Please notify credit distribution for the attached statement.

R V Hollenberg

December 16, 1935

Mr. C. C. Seeley
District Maintenance Supt.
Oregon State Highway Comm.
Klamath Falls, Oregon

Dear Sir:

Under date of November 27 we have received a check from the Klamath County Road Fund warrant #950 for the sum of $17.15, for which we fail to find a corresponding charge in the records of this office.

Kindly supply us with any information you may have in connection with this item.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By
Bookkeeper

RVH:IS
cc K. D. Lytle

HAROLD BLAKE
400 NORTH THOMPSON STREET
PORTLAND, OREGON

September 3, 1935

In account with:

Oregon State Highway Commission
Salem, Oregon

Force account order No. Contract No. 1743
Klamath Falls - Weed

Moving house and cleaning up its foundation site at station 90+50.

Labor	$5.40	
Ins. on payroll @ 3¾%	.20	
	5.60	
Plus 15%	.84	$6.44
	6.44	
Rental of equipment		
August 13 Caterpillar (75)		
2 hr. @ $5.10	10.20	
Plus 5%	.51	10.71
		$17.15

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF K. D. LYTLE, DIVISION ENGINEER
BEND, OREGON

November 15, 1935

NOV 18 1935

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Attention: Mr. H. G. Smith.

Dear Sir:

For your information I am sending you a copy of Mr. Kelley's letter of November 6, relative to the development of the wye at the north terminus of the Klamath Falls-Weed highway.

Very truly yours,

K. D. Lytle
Division Engineer

kdl/e
encl.
cc J. M. Devers

FORM 9-57 [illegible]

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF K. D. LYTLE, DIVISION ENGINEER
BEND, OREGON

205 C

Klamath Falls, Oregon
November 14, 1935

RECEIVED
NOV 15 1935
OREGON

Mr. Harold Blake
4[illegible] W. Thompson St.
Portland, Ore.

Mr. Blickle

NOTED

Dear Sir :

We are returning herewith the transcript of labor payroll received in today's mail, covering the period from October 27th to October 31, Contract 1743, NRH 205 C.

Please make correction of the error in the time of R.O.Jones, sloper, as indicated in pencil on sheet two of the payroll and return the roll promptly as the time for submitting the roll is considerably overdue.

Also send the required affidavits which you failed to send with the payroll.

Yours truly,

C R Kelley
Resident Engineer.

c/c R.H.Baldock
K.D.Lytle.

FORM 8-B-4 22274 1500 6-35

COMMISSION
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

C. B. McCULLOUGH
BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

205-C

November 15, 1935.

C. J. Montag & Sons
1435 Johnson Avenue
Klamath Falls, Oregon.

Gentlemen:

Attached hereto is a form of bond which the Great Northern Railway Company requires the contractor to enter into indemnifying them from any loss or damage due to the contractor's operations. This bond should have been furnished the railroad company before you entered upon the right of way to do any work.

I understand that you have already done considerable work on the railroad right of way, and I would therefore ask that you immediately execute the bond and forward the same to the Great Northern Railway Company, Colonel F. Mears, Assistant Chief Engineer, at Seattle, advising this office that you have done so.

I am also attaching three copies of the exhibit print for the use of the bonding company in preparing additional copies of the bond.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

G. S. Paxson
Acting Bridge Engineer

GSP:AP

cc Mr. Baldock

Form 888-[illegible]

205 C

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

NOV 1 1935 OREGON

For Week Ending November 2, 1935

Section Klamath Falls- Midland

Highway Klamath Falls- Weed

Contractor Harold Blake

Date of contract June 6, 1935

Date work started June 17, 1935

Amount of contract $88,461.50

Kind of work Grading

Section prefix 11[illegible]-1002 NRH 205-C

Contract number 1742

Date of completion October 31, 1935

Estimated date of completion Oct. 31, 1935

Per cent of time elapsed 100%

Estimated cost of completed project, exclusive of engineering $87,718.15

Per cent of contract completed, based on total contract price 100%

Engineering cost to date, $ [illegible], [illegible]%

Date project was completed October 31, 1935

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The weather has been stormy all week with continuous light snow fall and strong wind, beginning Wednesday but the contractor worked thru the storm and completed the project on Oct. 31, the time specified in the contract.

[illegible] of fence constructed where the new road leaves the old road at Midland and barricades constructed over portions of the road not used by local people. The filling in of the "Y" at North end of project was completed on Wednesday. The extension thru existing Green Springs Highway completed on Thursday. Work done under original contract, without overrun of estimate.

Party worked till Wednesday on remeasurement of quantities balance of week in office plotting and computing quantities. Main roadbed now remeasured from Sta 8 to Sta 160. Party will be engaged in remeasuring until all completed, then will start Dairy- Bonanza Location.

This is the final weekly progress report.

Signed

Address 119 S. 5th, Klamath Falls, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	4.91				
Miles partially completed	4.91				
Miles completed	4.91				
Total estimated quantities	305,000				
Estimated quantities moved or placed to date	225,600				
Average daily quantities	Finishing				
Average daily quantities necessary to complete project on time	--				
Number shifts per day	2				
Hours per shift	6				
Average force on project for week	55	(5 days)			

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM						
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES	CONTRACTOR'S KEY MEN, ETC.	TOTAL
Men Supervision	5						
Intermediate Men and teams	12						
Unskilled Men and trucks under 3 tons	38						
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Blade Power graders 1, Rollers ...., Mixers 1, Crushing or screening plants ....,

Compressors ...., Bull Dozers 1, Sheet-foot rollers 75 H.P. Cat. 2, 60 H.P. Cat. 1, 3 Letourneaus

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Cloudy	0	
Monday Wind &	light rain	0	
Tuesday "	" "	0	
Wednesday Cold,	mod.wind	0	
Thursday	" "	0	
Friday	" "	0	
Saturday	Moderating	0	

205 C

November 1, 1935

Shell Oil Company,
1220 S. W. Morrison Ave.,
Portland, Oregon.

Attention: Frank J. Warner.

Gentlemen:

Receipt is acknowledged of your letter of October 30th concerning the Harold Blake Contract No. 1743 - Klamath Falls-Midland Section in Klamath County.

You are advised that this contract was completed October 31, 1935, and has not yet been accepted.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

Dict. by J. McFarland.

#1743

SHELL OIL COMPANY
1220 S.W. MORRISON AVE.
PORTLAND, OREGON
TELEPHONE ATWATER 7321

October 30, 1935

Oregon State Highway Dept.
Salem, Oregon

Attention: H. B. Glaisyer

Gentlemen:

Re: Harold Blake
Project NRH 205 C

Will you kindly advise us whether or not Harold Blake's contract on the Klamath Falls-Midlands section of Klamath Falls-Weed Highway has been completed.

If so, will you please give us the completion and acceptance dates of this job.

We enclose a stamped, self-addressed envelope for your convenience.

Very truly yours,

SHELL OIL COMPANY

FRANK J. HURNER
Division Credit Manager

RER:RS
Enc.

Oct. 31, 1935 - replied.

Form 3-K-1 19011 1500 1-35
COMMISSIO
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

J. M. DEVERS
ATTORNEY

OREGON STATE HIGHWAY COMMISSION
SALEM

205-e

NOTED

July 19, 1935

Mr. Alfred A. Hampson
General Attorney
Southern Pacific Company
Portland, Oregon

Dear Sir:

Receipt is acknowledged of your letter of the seventeenth instant relative to proposed grade separation between Texum and Midland, Klamath County, Oregon, P. U. C. F-1727.

As we read this agreement, a bond will be required when the viaduct is constructed over the railroad in the event that such work is let to contract, and such a bond will be incorporated in and made a part of such contract for viaduct construction.

We have not read the agreement, however, as requiring a bond for the construction of the approaches. In this connection we feel that clause 7, to which you refer, should be read in connection with clauses 2, 6, and 8, which make a distinction between the highway viaduct and the approaches thereto and the highway.

Acting upon this interpretation, no requirement was placed in the contract awarded to Harold Blake for the grading of the approaches, and if a bond were to be secured at this time it would simply mean that the State Highway Commission would have to pay the premium thereon in addition to the contract price.

As a matter of safety to the railroad, it does not appear that there is any danger inherent in the present work which should necessitate the giving of a bond. On the north the embankment ends approximately at highway station 139+15, which is approximately ninety-five feet north of the track, measured on the highway center line. The toe of this embankment probably will come just a few feet within the railroad right of way. On the south the toe of the embankment is approximately at highway station 141+25, which point is approximately 110 feet south of the track and appears to be a short distance outside of the railroad right of way limits. According to the plans, there will be no hauling of materials across the tracks and we believe that the work can be accomplished with perfect safety. Under these conditions, we are returning to you herewith the proposed form of agreement and bond to be executed and supplied by the contractor.

Yours very truly,

By

J. W. DeSOUZA
Assistant Attorney

Enclosures
JWD:AW
cc Mr. R. H. Baldock ✓
Mr. H. G. Smith
Mr. C. B. McCullough
Mr. K. D. Lytle
Mr. C. C. Kelley
Mr. S. H. Probert

205e

October 30, 1935.

Barham Bros.
1010 N. 18th St.
Salem, Oregon

Gentlemen:

We are sending you today by messenger fully executed copy of Contract No. 1764, awarded to you on October 9, 1935, for the construction of a bridge over the Southern Pacific Company's tracks near Midland, on the Klamath Falls-Bend Highway in Klamath County.

This copy is for your records and files.

Very truly yours,

Secretary

MBL.

205-C

October 29, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement for the Midland (S.P.R.R.) Overcrossing, U. S. Works Program Grade Crossing Project No. WPGH 205-C.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department

U. S. Works Program Grade
Crossing Project No. 285-C

MIDLAND (S. P. R. R.) OVERCROSSING ON THE
KLAMATH FALLS-MIDLAND SECTION OF THE
KLAMATH FALLS-WEED HIGHWAY IN KLAMATH COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, October 25, 1935

700	cu. yds.	Excavation	$ 3.00	$ 2,100.00
50	cu. yds.	Excavation below plans	2.00	150.00
340	cu. yds.	Class "A" Concrete	22.00	7,480.00
600	cu. yds.	Class "D" Concrete	23.00	13,800.00
174,000	lbs.	Metal Reinforcement	0.043	7,482.00
590	lin. ft.	Concrete Handrail	4.00	2,360.00
			Subtotal	$ 33,372.00
			10% Engr. & Cont.	3,337.20
			Total	$ 36,709.20

Length .055 mile

WPGH Funds Requested- $ 36,709.20

Estimated Labor Required	14,000 man-hours
Cost of Labor	$ 11,500
Cost of Materials	$ 17,000

State Funds for Constr: Chap. 173, Laws 1917; Chap. 51, Laws 1920
State Funds for Maint: Chap. 41, Laws 1927

FORM 3-K-1 10011 [illegible] 1-35
COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

J. M. DEVERS
ATTORNEY

OREGON STATE HIGHWAY COMMISSION
SALEM

205 C

October 15, 1935

Mr. Alfred A. Hampson
General Attorney
Southern Pacific Company
Pacific Building
Portland, Oregon

NOTED
State Highway Engineer

Dear Sir:

Reference is made to the agreement executed as of June 29, 1935, by and between Southern Pacific Company, Central Pacific Railway Company, and State of Oregon, relative to highway overcrossing over the tracks of Southern Pacific Company between Texum and Midland, Klamath County, Oregon, P. U. C. F-1727.

Paragraph 5 of the agreement provides that in determining the cost of work to Railroad, among others the following charges shall be included and added to the actual cost of labor and material:

(a) 10% of actual labor charges to provide compensation for superintendence and overhead and use of tools.

(c) Store Expense on materials and supplies furnished by railroad's store department.

(e) Rental of equipment furnished by railroad and used on said work.

We are advised by the department engineers that the latest regulations covering grade separation projects promulgated by the Bureau of Public Roads do not allow the payment of these items from federal funds.

From this it would appear to us that the expense of the items mentioned will be divided equally between the State and the Railroad under the terms of paragraph 4 in the agreement, and the accounts should be kept so as to facilitate the handling of the matter in that way.

Yours very truly,

J. M. DEVERS

By

J. W. DeSOUZA
Assistant Attorney

JWD:AW
cc Mr. R. H. Baldock ✓
Mr. G. S. Paxson
Mr. S. H. Probert

905-C

October 15, 1935

Barham Brothers
1010 North 18th Street
Salem, Oregon

Gentlemen:

We are sending to you, herewith, four copies of State Highway Contract No. 1764 which was awarded to you on October 9, 1935 for bridge construction over the Southern Pacific Company's tracks on the Klamath Falls-Weed Highway, near Midland, Klamath County.

Please execute all four copies of this contract as to agreement and bond and return them to this office for approval by the State Highway Commission. When this is done a fully executed copy will be returned to you for your files. An executed copy will also be furnished the surety on your bond.

Your attention is called to the paragraph under Section 5 of the General Provisions and the last two paragraphs of the Special Provisions, both of which relate to the Workmen's Compensation Act. You are expected to accept the terms of this Act and to carry on your work under this contract in strict conformance thereto.

Yours very truly,
STATE HIGHWAY COMMISSION

By

MC

Secretary

205C

October 14, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement for the Klamath River Bridge, Project No. 205-C.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

G. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department Federal Aid Project No. 205-C

KLAMATH RIVER BRIDGE ON THE
KLAMATH FALLS-MIDLAND SECTION OF THE
KLAMATH FALLS-BEND HIGHWAY IN KLAMATH COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, September 24, 1933

1,660	cu. yds.	Excavation	$ 16.00	$ 26,560.00
100	cu. yds.	Excavation Below Plans	16.00	1,600.00
9,000	lin. ft.	Foundation Piling	0.50	4,500.00
2,600	cu. yds.	Class "A" Concrete	23.00	59,800.00
1,030	cu. yds.	Class "D" Concrete	22.00	22,660.00
640,000	lbs.	Metal Reinforcement	0.045	28,800.00
147,000	lbs.	Structural Steel	0.065	9,555.00
2,420	lin. ft.	Concrete Handrail	3.00	7,260.00
			Subtotal	$ 160,735.00
			10% Engr. & Cont.	16,073.50
			Total	$ 176,808.50

Length 0.228 mile

Federal Aid Funds Requested- -	$ 107,853.18 (61%)
State Funds- -	68,955.32
	$ 176,808.50

State Funds for Constr: Chap. 175, laws 1917; Chap. 31, laws 1920
State Funds for Maint: Chap. 41, laws 1927

FORM 2-A 1500 9-

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

J. M. DEVERS
ATTORNEY

2-5-C

OREGON STATE HIGHWAY COMMISSION

SALEM

October 5, 1935

Colonel F. Mears,
Assistant Chief Engineer,
Great Northern Railway Company
Seattle, Washington.

Dear Sir:

In response to a request made by Mr. C. B. McCullough, Bridge Engineer for the State Highway Commission, that I examine the redraft of the agreement proposed for execution by the State of Oregon and the railroad company in connection with the proposed bridge over the Company's spur track south of Klamath Falls, beg to advise that the redraft now conforms to the suggestions made by Mr. McCullough and myself with the exception of the obligations imposed by paragraph 8, which provision of the contract I have, in order to avoid delay, accepted but have not approved.

This draft of the agreement will be submitted to the Highway Commission for its approval at its regular meeting to be held October 8th in Portland, and if approved and executed by the Commission at that time the two executed copies will be promptly forwarded to you for submission to the Company.

I am of the opinion, however, that the Commission, if it accepts the provisions of paragraph 8, may require that in the fifth line after the word "agrees" there be incorporated this language "in so far as it has legal authority so to do".

Yours very truly,

J. M. DEVERS

JMD:PW

cc C. B. McCullough
H. B. Glaisyer : For signature of Commissioners

FORM 9-K-1 10015 1-28
COMMISSION
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

J. M. DEVERS
ATTORNEY

OREGON STATE HIGHWAY COMMISSION
SALEM

205 C

September 27, 1935

Colonel F. Mears,
Assistant Chief Engineer,
Great Northern Railway Company,
Seattle, Washington.

NOTED

Dear Sir:

I have just gone over with Mr. McCullough your revised draft of the agreement covering the construction of the proposed bridge over your company's tracks south of Klamath Falls and I am of the opinion that the agreement in its present form will be accepted by the Highway Commission; therefore, you are at liberty to submit it to your people for approval and signature and then forward it to this office and we will present it to the Highway Commission with the recommendation that it be executed.

I reluctantly accept the agreement with the provisions and obligations incorporated in Section 8, but because of the necessity of getting this matter under way at once I am forced to yield. However, I think the obligation is beyond the legal authority of the Highway Commission and would therefore not be binding upon the State in any event.

As I have already stated, if you will submit the agreement in final form it will be brought to the attention of the Highway Commission promptly for signature. The Commission meets again in regular session October 8, 1935, and if the agreement in final form is here at that time it can be signed.

Yours very truly,

J. M. DEVERS

JMD:PW

cc R. H. Baldock
C. B. McCullough

Form ??-1 22274 1500 6-35

COMMISSION:
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

C. B. McCULLOUGH
BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

205 C

September 24, 1935

Colonel F. Mears
Assistant Chief Engineer
Great Northern Railway Company
Seattle, Washington

NOTED

Dear Sir:

Receipt is acknowledged of your communication of September 20 enclosing redraft of agreement in connection with the construction of the proposed bridge over your spur track south of Klamath Falls.

The draft as rewritten meets all of the objections which I raised and appears to be entirely satisfactory from an engineering standpoint. I am, therefore, transmitting a copy of this communication to Mr. Devers (you have already sent him a copy of your letter of September 20) with the advice that this draft is now acceptable from an engineering standpoint. He will doubtless write you in reference to the points which he raised within a very short time.

We wish to thank you for your prompt attention to this matter.

Very truly yours

C. B. McCullough
Assistant State Highway Engineer

CBM LD

cc J. M. Devers
R. H. Baldock ✓

September 24, 1935

Mr. J. M. Devers:

Herewith communication which I have just written to Colonel Mears, Assistant Chief Engineer of the Great Northern Railway. I am also attaching Mr. Mears' letter to me under date of September 20, attached to which is a redraft of the contract. I think he sent you a copy of this letter and perhaps a copy of the contract draft also. If so, I would be glad if you would return the attached for my files.

The redrafted agreement takes care of all the points which I mentioned in my letters to him. He has also taken care of one of the two objections which you raised but not of the other. You will note that he states that their Section 8 is standard and can not be changed except by their St. Paul office. Reading this section in the light of the modifications which they have made in Section 1, I don't believe it is particularly harsh.

I would be very glad if you would advise Colonel Mears in reference to this matter so that he can prepare the final draft for presentation.

C. B. McCullough

CBM LD
Attached

cc R. H. Baldock ✓

205 C

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREGON

September 21, 1935

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

P.S.& E. documents for Oregon U. S. Works Program Grade Crossing project WPGH 205-C, the Midland (S.P.R.R.) Overcrossing on the Klamath Falls-Midland Section of the Klamath Falls-Weed Highway, have today been recommended for approval, subject to final review and approval by the Chief Engineer. This is your authority for advertising.

Prompt submission of the bid tabulation and agreement estimate will be appreciated.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

205-C

September 18, 1935

Mr. W. E. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate to accompany plans and specifications for the Midland (S. P. R. R.) Overcrossing, Project No. WPGM 205-C.

Five bid proposals and five blueprint copies of the quantity summary sheet are being sent under separate cover.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dist. by J. W. Nash/GS

Encl.

Oregon State Highway Department

U. S. Works Program Grade
Crossing Project No. 205-C

MIDLAND (S. P. R. R.) OVERCROSSING OF THE KLAMATH FALLS-MIDLAND SECTION OF THE KLAMATH FALLS-WEED HIGHWAY IN KLAMATH COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, September 18, 1935

700	cu. yds.	Excavation	$ 2.00	$ 1,400.00
50	" "	Excavation below plans	5.00	250.00
340	" "	Class "A" Concrete	23.00	7,820.00
600	" "	Class "D" Concrete	23.00	13,800.00
174,000	lbs.	Metal Reinforcement	0.06	10,440.00
590	lin. ft.	Concrete Handrail	5.00	2,950.00
			Sub-total..........	$36,660.00
			10% Engr. & Cont...	3,666.00
			Total..............	$40,326.00

Length .055 mile

WPGH Funds Requested........................ $40,326.00

#1750

205 C

BATES, LIVELY & PEARSON
INSURANCE GENERAL AGENTS
YEON BUILDING
PORTLAND, OREGON

September 18, 1935.

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

Re: Contract No. 1750 - C. J. Montag & Sons

We are sending you under separate cover contracts in quadruplicate covering the construction of the bridge over the Klamath River and Great Northern Railway on the Klamath Falls-Weed Highway in Klamath County.

Will you kindly return one copy for our records as is your usual custom.

Very truly yours,
BATES, LIVELY & PEARSON
By Fred C Reed

FCR/J

FORM S-K-1 10011 1-33
COMMISSION
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

J. M. DEVERS
ATTORNEY

205C

OREGON STATE HIGHWAY COMMISSION

SALEM

September 17, 1935

Colonel F. Mears
Assistant Chief Engineer
Great Northern Railway Company
Seattle, Washington

Dear Sir:

I have read the proposed form of agreement covering the contemplated construction of a bridge over the track serving the Weyerhaeuser Mill on the Klamath River, a copy of which proposed form of agreement you sent to our Mr. C. B. McCullough, and I have also read the copy of Mr. McCullough's letter written to you.

I am in accord with the observations made by Mr. McCullough and wish to add thereto a comment with respect to the provision of the contract which is found in the paragraph beginning at the bottom of page one and ending at the top of page two. It appears to me that any use which the railroad company may make of the property over which an easement is granted for the construction and maintenance of the structure should be restricted so as not to be inconsistent with the use of the property by the public for highway purposes. The provision of the contract is unrestricted and if the company were to enjoy to the fullest the privileges reserved in that part of the contract the public's use might be jeopardized.

The other provision of the proposed contract to which I call your attention and which I think rather inappropriate under all of the circumstances is the provision of Section 8, found on page three. That provision of the proposed contract obligates the State to meet all loss or damage which the company may sustain. Under some circumstances a burden of that kind would be justifiable, but it does not appear to me appropriate in the instant case for the reason that the benefits which will be obtained as a result of the grade separation are mutual, while the cost is being paid entirely out of public funds. Since the benefits are mutual it appears to me that the State should not be asked to sustain and meet all damages, especially in view of the fact that the company reserves the right to supervise, direct, and control construction activities.

Thanking you, I am

Yours very truly,

J. M. DEVERS

JMD:AH
cc Mr. R. H. Baldock
Mr. C. B. McCullough
Mr. H. G. Smith

205 C

September 11, 1935.

Mr. R. H. Baldock:

In reference to the attached concerning contract between the Great Northern and the State, covering the overcrossing south of Klamath Falls, you will note that I have turned the entire matter over to Mr. Devers, as it appears to be entirely a legal matter, with the exception of the matter of power wires over our highway, and the minor change in clearance requirements.

I would be glad to discuss this matter with you if you desire to know more about it.

C. B. McCullough

CBM:AP

September 11, 1935.

Mr. J. M. Devers

Please note attached communication from Assistant Chief Engineer Mears of the Great Northern Railway, together with copy of my reply.

You will note that I object to the blanket permission to place wires over our highway, as set forth in the first paragraph of Page 2.

I have also called attention to the fact that the westerly horizontal clearance is greater than that provided in the plans (which plans they have already approved).

I wish also, to call your attention to Paragraphs 4 and 5, Page 2, which seem to me a little harsh and one-sided. Also, to Paragraph 9 which stipulates that if this highway were to be abandoned, the railroad could remove the crossing structure at the expense of the state.

I do not believe we should obligate future highway commissions in this regard although the possibility of this crossing ever being abandoned is very remote.

I would be glad if you would handle this matter with the Great Northern Railroad direct as the above comments constitute all the suggestions I have to make.

C. B. McCullough

CBM:AP
Attached
cc Mr. Baldodk ✓

GREAT NORTHERN RAILWAY COMPANY
Engineering Division

Seattle, Washington
September 5, 1935.

Mr. C. B. Mccullough
Asst. State Highway Commission
Oregon State Highway Commission
Salem, Oregon

COPY

Dear Sir:

I am enclosing draft of an agreement prepared by our Law Department as between the Railway Company and the State of Oregon in connection with construction of proposed bridge over our track serving the Weyerhaeuser Mill at Klamath Falls.

I shall be glad to have you advise if the agreement as drafted meets with your approval, if so, copy will be sent to our Management at St. Paul for their approval and criticism. It is not the intention that you should have the enclosed copy executed on the part of the Commission at this time.

Yours truly,

F. Mears

Asst. Chief Engineer

rcj.mg

enc

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

C. B. McCULLOUGH
BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

September 11, 1935.

Col. F. Mears,
Assistant Chief Engineer
Great Northern Rly. Co.,
Seattle, Washington.

Dear Sir:

Receipt is acknowledged of your communication of September 5, enclosing draft of an agreement prepared by your Legal Department as between the Railway Company and the State of Oregon in connection with the construction of proposed bridge over your tracks serving the Weyerhaeuser Mill at Klamath Falls.

I have looked over this agreement, and have one or two comments to make, as follows:

1. The first paragraph on Page 2 grants to the railroad the right to operate and maintain telegraph, telephone, signal and electric power lines over or under said bridge and approaches.

I think this right should be restricted to locations under the bridge structure, as I do not think the Highway Commission would want to grant an unrestricted permit for power lines over its highway.

2. Paragraph 3 on Page 2 provides that the bridge shall be constructed so as to provide a horizontal clearance of not less than 12 feet westerly and 26 feet easterly of the centerline of the railway company's present track.

I think the westerly clearance should be limited to 10'6" as this is the clearange dimension shown on the plans. The plans provide a little leeway but do not provide for a full 12 feet. The other clearances mentioned in this paragraph are O.K.

3. In connection with the last paragraph on Page 3, providing that the contractor shall furnish to the railroad company a surety bond in the sum of $5,000, we have already

required a $10,000 bond of this character from our contractor so that this provision, citing either a $5,000 or $10,000 bond is O.K.

There are several other points which I think should be passed upon by our Legal Department, and I am therefore forwarding your communication, together with a copy of this letter to Mr. Devers.

Very truly yours,

C. B. McCullough
Assistant State Highway Engineer

CBM:AP

cc R. H. Baldock
J. M. Devers

205 e

SEPTEMBER
10th
1935

C. J. Montag & Sons,
201 Couch Building,
Portland, Oregon.

Gentlemen:

We are sending you today by express four copies of contract No. 1750 which was awarded to you by the State Highway Commission on September 5, 1935, covering bridge construction near Klamath Falls, on the Klamath Falls-Weed Highway.

Will you kindly execute all four copies of this contract as to agreement and bond and return themto this office for approval by the Highway Commission? When this is done a fully executed copy will be returned to you for your records and files. We will also send an executed copy to the surety on your bond.

Your attention is called to Section 5, Page 7, of the general provisions and to the paragraph in the "Special Provisions" covering Sections 2991 and 6712, Oregon Laws, both relating to the Workmen's Compensation Act. You are expected to accept the terms thereof and to carry on your operations under the contract in strict compliance therewith.

Yours very truly,

Secretary

HBG:ED

FORM 5-K-1 15587 1M 7-34

COMMISSION
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

J. M. DEVERS
ATTORNEY

X

2-5-e

OREGON STATE HIGHWAY COMMISSION
SALEM

September 7, 1934

Mr. H. G. Smith,
Office.

Dear Sir:

Yesterday I had a conference with Mr. Farrens, representing the Southern Pacific Company, concerning the proposed overhead crossing south of Klamath Falls. This portion of the Southern Pacific Company property is under the San Francisco division and therefore it is not possible to get the same degree of speed and activity that can be had with the Oregon representatives concerning the Oregon property. Mr. Farrens has therefore asked that we refrain from asking for a date for the hearing for the next twenty days at least so that he will have an opportunity to iron out all of the matters with the San Francisco people.

In discussing this matter with Mr. Farrens I find that he is quite in accord with our plan and is only anxious that he be given a chance to develop his ideas with his people.

I would suggest that if you are calling for bids the bidders be advised that there may be some little delay in getting on to this part of the work. Personally I think the delay will not be serious.

Yours very truly,

J. M. DEVERS

JMD:PW

cc Mr. S. H. Probert
Mr. R. H. Baldock

COMMISSION

LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

12-4

OREGON STATE HIGHWAY COMMISSION
SALEM

September 7, 1934.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. J. A. Givan,
Division Engineer,
S. P. Railway,
Dunsmuir, Calif.

Dear Sir:

Our Resident Engineer, Mr. C. C. Kelley, has requested that we furnish you with a map and profile of that portion of the Klamath Falls-Weed Highway in the vicinity of the proposed overcrossing of the Southern Pacific Railway.

We are enclosing herewith a blue print copy of the Federal Aid plan which is a combination map and profile which covers this territory. We wish to advise in connection therewith that the structure has not yet been designed and therefore the grade line has not been definitely established.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

Dictated by
H. W. Hackett
H.

CC to
R. H. Baldock ✓
K. D. Lytle
C. C. Kelley

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

J. M. DEVERS
ATTORNEY

18-4

OREGON STATE HIGHWAY COMMISSION
SALEM

Mr. Baldock

September 4, 1934

Mr. Alfred A. Hampson,
General Attorney,
Southern Pacific Company,
Pacific Building,
Portland, Oregon.

NOTED

Dear Mr. Hampson:

In reply to your inquiry of August thirty-first with respect to the proposed overcrossing of the Southern Pacific tracks in Klamath County, which matter is pending before the Public Utilities Commissioner, P. U. C. File No. F-1727, I offer the following information:

It is not the purpose of the Highway Commission to construct the overhead crossing this year for the reason that funds are not available for such purpose. The reason for the filing of the application at this time is that funds are available for the construction of the highway up to the point of the crossing and we desired to avoid the complaint and criticism that has heretofore been made in which the Highway Commission has been charged with arbitrarily selecting a crossing site and constructing our road before the order of the Utilities Commissioner had been made.

It now is the plan, when the crossing is constructed next year, to meet the public's part of the cost with State funds since no Federal funds are available, and our information at this time is that such funds as may be made available to the State next year will be accompanied by the requirement that the State must match Government funds. Therefore, if the State is required to contribute to the cost of the overcrossing, it is the purpose of the Commission to ask the Utilities Commissioner to allocate the cost of the structure between the railroad company and the State on a 50-50 allocation. So far as we are able to ascertain at this time there will be no Government funds next year for disbursement for the entire cost of a project, and since all of the funds available on such basis for this year have been allocated there are, as I have already stated, no public funds with which to construct the overcrossing.

It is the purpose of the Highway Commission when the crossing is constructed to construct the same by contract awarded to the lowest bidder, and the State will supervise the construction of the crossing, consulting at all times with the railroad's engineers. If this were an undercrossing we would expect to follow out the usual practice; namely, of having the railroad company attend to the construction and supervision of the crossing.

Trusting that I have answered your letter, I am

Yours very truly,

J. M. DEVERS

JMD:PW

cc Mr. R. H. Baldock
Mr. C. B. McCullough
Mr. H. G. Smith

205e

September 7, 1935

G. J. Montag & Sons
201 Couch Building
Portland, Oregon

Gentlemen:

This letter is to inform you that the State Highway Commission has approved and accepted a proposal submitted by you on September 5 for the construction of a steel deck girder span and a concrete viaduct approach over the Klamath River and the Great Northern Railway on the Klamath Falls-Weed Highway, about 3 miles south of Klamath Falls in Klamath County, said proposal being in the amount of $160,735.00.

This letter is your authority and our request to commence your construction operations immediately. Contract forms will be sent to you shortly for execution.

We also request that you notify the U. S. Re-employment Service of the approximate time that you will begin operations and the number and classification of laborers needed for such work.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

HFG:MBL

cc Bridge Department

205 C

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

Stencil No. 124

RECEIVED
SEP 9 1935
OREGON
STATE [illegible]

IN YOUR REPLY PLEASE REFER TO FILE NO. Oregon NRH 205-C (1935)

POST OFFICE BUILDING
PORTLAND, OREGON

Sept. 7, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the __________ project agreement and certificate for the above numbered project.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Highway Engineer

Encls.

Jos

A4P.R. 26438

Form P. R. 2

State Oregon

U. S. Public Works Hwy. Project No. [illegible] 305- Sec. C
(1935)

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

UNITED STATES DEPARTMENT OF AGRICULTURE

WASHINGTON
GOVERNMENT PRINTING OFFICE
1933

8—5518

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 8th day of July, 1935 by and between the Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto, particularly the National Industrial Recovery Act (Public No. 67, 73rd Cong.), approved June 16, 1933, and act approved June 18, 1934 (Public No. 393, 73rd Cong.);

Whereas the Highway Department of said State submitted on the 12th day of September, 19 33, a project statement, which was approved by the Secretary on the 22nd day of September, 1933, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for Section C of said project which were recommended for approval by the United States District Engineer on the 18th day of May, 19 35; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of ninety two thousand, eight hundred sixty and no/100 dollars ($92,860.00) as the share of the United States payable under said act on account of Section C of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State from funds apportioned under act approved June 18, 1934 (Public No. 393, 73rd Congress), and any part thereof not provided from such funds shall be met from State funds available to the State Highway Department under Chap. 173, laws of 1917, and Chap. 31, laws of 1920.
(Include date and citation of act of legislature by which authorized)

(*b*) From other sources
(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 8+00 at the junction with F.A.Route No. 15 and F.A.P. 93, near Klamath Falls in the SE 1/4 of Section 7, T. 39 S., R. 9 E., and survey station 281+50 in the NW 1/4 of Section 1, T. 40 S., R. 8 E., W. M., at the north end of F.A.P. 208-B, (excepting therefrom bridge and overcrossing station 67+88 to 81+65.09 and overcrossing station 138+80.58 to 141+63.22).
, length 4.902 miles, in Klamath County,
being Section 2 of Oregon U.S.Pub.Wks. Hwy. project No. NRH 205/(1935), consisting of
4.902 miles of roadway and no bridges, ~~[illegible]~~ of more than 20 feet clear span,
~~[illegible]~~ known locally as the Klamath Falls-Midland section of the Klamath Falls-Weed Highway, between official control points Klamath Falls and a point on the Oregon-California Line enroute to Weed, California.

CHARACTER AND METHOD OF CONSTRUCTION

Article III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section 2 of said project shall not in any event exceed the sum of ninety two thousand, eight hundred sixty and no/100 dollars ($92,860.00), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of ninety seven thousand, three hundred seven and 64/100 dollars ($97,307.64), the approved total estimated cost of Section 2 of said project.

PAYMENTS

Article V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to the State Treasurer
(Official or depository)
hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon
(Name)
of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

~~In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.~~

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

Article VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit:
(Include reference to statute authorizing
Chap. 41, Laws of 1927.
funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the 2d day of August, 1935

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Henry F. Cabell

Chairman, State Highway Commission
(Title of officer)

By E B Aldrich

Member, State Highway Commission
(Title of officer)

By

Member, State Highway Commission
(Title of officer)

By

(Title of officer)

By

(Title of officer)

SECRETARY OF AGRICULTURE,

By P St J Wilson
Acting Chief, Bureau of Public Roads.

8—5513

Form PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

The Secretary of the Treasury, and

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as U.S. Pub. Wks. Hwy. Project No. WPH 205-C (1935), State of Oregon.

Second. That in accordance with said provisions I have approved the sum of $97,307.64 as the total estimated cost of said project, and the sum of $92,860.00 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this 24 day of August one thousand nine hundred and thirty-five

Secretary of Agriculture,

By [illegible]
Acting Chief, Bureau of Public Roads.

GOVERNMENT PRINTING OFFICE: 1934 8—4830

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.________

POST OFFICE BUILDING
PORTLAND, OREGON

September 5, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence in award of contract, as of this date, for Oregon Federal Aid Project No. 205-C, Klamath River and Great Northern Railroad crossing on the Klamath Falls-Weed Highway south of Klamath Falls, to C. J. Montag & Sons, Portland, Oregon, who submitted the low bid.

Very truly yours,

W. H. LYNCH
District Engineer

By F. E. Andrews
F. E. Andrews
Sr. Highway Engineer

September 5, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence in award of contract, as of this date, for Oregon Federal Aid Project No. 205-C, Klamath River and Great Northern Railroad crossing on the Klamath Falls-Weed Highway south of Klamath Falls, to C. J. Montag & Sons, Portland, Oregon, who submitted the low bid.

Very truly yours,

W. H. LYNCH
District Engineer

By

F. E. Andrews
Sr. Highway Engineer

HAROLD BLAKE
400 NORTH THOMPSON STREET
PORTLAND, OREGON

[illegible]

August 30,1935

Mr. R.H.Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We have been making every effort to get the grading work under our contract No. 1743 on the Klamath Falls-Midland Section of the Klamath Falls Weed Highway completed before bad weather sets in, but we are now finding it impossible to keep capable operators for the 75 diesel Caterpillar and LeTourneau scraper outfits because they are allowed to work only 30 hours per week.

We have raised the wages of these operators to $1.20 per hour whereas the minimum rate specified is only $.75 per hour in a effort to keep enough men to operate the equipment full time on a 30 hour week basis but the men are now leaving and going to other jobs in spite of this additional pay.

We are very anxious to get this job finished in September as October is apt to be very cold because of the high altitude and the weather is apt to be such that the work cannot be carried on successfully. On account of these conditions we ask to be permitted to employ caterpillar operators 40 hours per week, and would appreciate it very much if this permission could be granted.

Yours very truly,

Harold Blake
Harold Blake

Not permitted.
Advised Blake by
Telephone Aug. 31.

U. S. DEPARTMENT OF LABOR
UNITED STATES EMPLOYMENT SERVICE

NATIONAL REEMPLOYMENT SERVICE

204 Old Post Office Building
Portland, Oregon
August 29, 1935

Mr. R. H. Baldock
State Highway Engineer
Ore. State Highway Commission
Salem, Oregon

Attention: S. H. Probert

Dear Sir:

SUBJECT: Extension of hours, Project NRH 205-C
Contractor Harold Blake.

This will acknowledge your letter of August 28 on the above subject.

We are not experiencing any difficulty in hiring operators or common labor to work thirty hours a week, but if the contractor insists on working forty hours a week, it will be impossible for us to get men to work for ten hours per week.

If, due to the weather conditions of Klamath County, you want this contractor to work forty hours a week so as to finish the job before freezing weather starts in, I can readily say that we can not supply operators and common labor to work the extra ten hours a week.

With this thought in mind, at your suggestion I would recommend forty hours per week on this job.

Yours very truly,

Guy Lintner

Guy V. Lintner
State Director

GVL:NF

cc Lynch

August 28, 1935

Mr. Guy V. Lintner
State Reemployment Director
Old Post Office Building
Portland, Oregon

Dear Sir:

Reference is made to the request of contractor Harold Blake for permission to work his excavator operators 40 hours per week on the Klamath Falls-Midland Project (Project No. NRH 205-C).

It would be very desirable to have this work finished before freezing weather sets in, and that cannot be done unless additional operators are provided or the operators now on the work are permitted to work 40 hours per week. If you are experiencing difficulty in supplying operators for this work on a 30-hour basis, it would seem to us to be quite in order to permit the working of the present employees 40 hours per week.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:ER

FORM 5-2-1 51948 3M 9-35
COMMISSION
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE
H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

IN REPLY PLEASE
REFER TO FILE NO.

205e

August 23, 1935.

Mr. K. D. Kytle, Division Engineer,
Oregon State Highway Commission,
Bend, Oregon.

Dear Sir:

In regard to the payment for ¼-0 materials in surfacing; beg to advise it is our custom to allow an item Screening in Surfacing as one of the bid items. We have found this more satisfactory than attempting to place the screenings as filler.

I do not believe that this will increase the bid price, as the contractor bid the price on rock to fit our methods of handling the screen rejections. That is, he increases or decreases his rock price in accordance with our method of paying for these rejections. I recommend that you secure a bid price on them as Screening in Surfacing.

Yours very truly,

H. R. BALDOCK
STATE HIGHWAY ENGINEER

By

H. G. Smith,
Construction Engineer.

Dictated by
H.G. Smith
H

CC to
R.H. Baldock ✓

FORM 8-C-1 23779 5-35

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF K. D. LYTLE, DIVISION ENGINEER
BEND, OREGON

August 13, 1935

STATE HIGHWAY ... OREGON

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Attention: Mr. H. G. Smith.

Dear Sir:

Before writing up the specifications for the water bound macadam for the Klamath Falls Weed Highway I would like to know if you want to pay for the 1/4-0 materials as crushed rock or stick with our present plan of paying for this class of material at the price bid for filler.

The 1/4-0 material will amount to about 10% of the entire rock used. We have no good figures on how much of/this size material is generally crushed but would judge that in most rock this 10 per cent would be produced during the crushing of the other rock.

Please advise.

Very truly yours,

K. D. LYTLE
DIVISION ENGINEER

KDL/e

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREGON

August 21, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The P.S.& E. documentsfor Oregon Federal Aid Project No. 205-C, the Klamath River Bridge and Overcrossing on the Klamath Falls-Weed Highway, have today been recommended for approval. This is your authority for advertising. Our recommendation is subject to further review and approval by the Chief Engineer, and that any revisions required by him will be made.

Prompt submission of the bid tabulation and the project agreement estimate will be appreciated.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

205 C

August 19, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate to accompany plans and specifications for the Klamath River Bridge and Overcrossing, F. A. Project No. 205-C.

Five blueprint plans and one advance copy of the bid proposal are being sent under separate cover.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ME

Encl.

Oregon State Highway Department Federal Aid Project No. 205-C

KLAMATH RIVER BRIDGE ON THE
KLAMATH FALLS-MIDLAND SECTION OF THE
KLAMATH FALLS-WEED HIGHWAY IN KLAMATH COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, August 19, 1935.

(Statement of completed Federal Aid Work will be submitted prior to submission of Final Voucher.)

1,660	cu. yds.	Excavation	$6.00	$ 9,960.00
100	cu. yds.	Excavation Below Plans	10.00	1,000.00
9,000	lin.ft.	Foundation Piling	0.60	5,400.00
2,600	cu. yds.	Class "A" Concrete	23.00	59,800.00
1,030	cu. yds.	Class "D" Concrete	23.00	23,690.00
640,000	pounds	Metal Reinforcement	0.055	35,200.00
147,000	pounds	Structural Steel	0.065	9,555.00
2,420	lin. ft.	Concrete Handrail	5.00	12,100.00
		Subtotal		$ 156,705.00
		10% Engr. & Cont.		15,670.50
		Total		$ 172,375.50

Length 0.228 mile

Federal Aid Funds Requested	$105,149.05
State Funds	67,226.45
	$172,375.50

~~205-G~~
205-C

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREGON

August 12, 1935

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Reference is made to initial vouchers recently submitted for Oregon U. S. Public Works projects NRM 199-G (1935) and NRH 205-G (1935).

To date we have not been furnished with copies of contracts and bonds for these projects. Pending receipt of such copies, it will be necessary to hold the vouchers in this office.

Very truly yours,

W H Lynch
W. H. LYNCH
District Engineer

Tom

FORM 5-K-1 [illegible] 1-35

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

J. M. DEVERS
ATTORNEY

OREGON STATE HIGHWAY COMMISSION
SALEM

205 e

August 2, 1935

Mr. Harold Blake
400 North Thompson Street
Portland, Oregon

NOTED
State Highway Engineer

Dear Sir:

Herewith we hand you three copies of agreement which Southern Pacific Company has requested that you execute relative to your work at the Southern Pacific overcrossing on the Klamath Falls-Midland section in Klamath County.

As we read the agreement the only obligations imposed upon you of any importance are contained in paragraphs 2 and 4.

Paragraph 2 and the first part of paragraph 4 probably do not impose any obligations on you in addition to what you would have to assume anyway as a matter of law, and should not cause you any particular liability in case the work is carefully done.

With reference to the balance of paragraph 4, I am authorized to advise you that in the event it is necessary to employ any watchmen or flagmen or to reimburse the railroad or Western Union Telegraph Company for the cost of making temporary changes in their telephone, telegraph, and signal wires, the State will issue a force account order to you for the work and will reimburse you for your expense under your contract payments, or as an alternative will make payment to the railroad or Western Union Telegraph Company for such expense as they may be put to covering these items.

We would appreciate having you execute and return all three copies of this proposed form of agreement at your earliest possible convenience so that we may forward the same to Southern Pacific Company.

Yours very truly,

J. M. DEVERS

By J.W. DeSouza
J. W. DeSOUZA
Assistant Attorney

Enclosures
JWD:AW
cc Mr. R. H. Baldock ✓
Mr. H. G. Smith
Mr. C. C. Kelley

FORM 9-C-1 10010 1-33
COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON
H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF K. D. LYTLE, DIVISION ENGINEER
BEND, OREGON

205

Bend, Oregon
July 16, 1935

Mr. R. H. Baldock, ✓
State Highway Engineer,
Salem, Oregon.

Attention: Mr. H. C. Smith.

Dear Sir:

Resident Engineer Kelley reports that Mr. Blake, contractor on the Midland-Green Springs section has not been on the project for some time and he has been unable to discuss with him the proposed change in position of the head of the bank at the South approach to the proposed Klamath River bridge.

As soon as Mr. Blake arrives Mr. Kelley will discuss the matter with him and you will be advised at once.

Very truly yours,

K. D. LYTLE
DIVISION ENGINEER

By:
W. O. Widdows

wow/e

FORM [illegible]
COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON
H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF K. D. LYTLE, DIVISION ENGINEER
BEND, OREGON

205 e

1743

[illegible] Sec.

July 5, 1935

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir: Attention: Mr. H. G. Smith.

I am sending you herewith for your approval "Order for State Force Work on Contract Projects" covering the relocation of the Western Union Telegraph line and the raising of the Southern Pacific signal line.

A copy of Mr. Kelley's letter is attached relative to this matter, which explains the necessity of this change.

The cost might be reduced if we had any stock of Duplex wire which might be loaned to the company.

Very truly yours,

K. D. LYTLE
DIVISION ENGINEER

kdl/e
encls.

FORM 9-C-1 [illegible]
COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF K. D. LYTLE, DIVISION ENGINEER
BEND, OREGON

205 C

July 1, [illegible]

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Attention: Mr. H. G. Smith.

Dear Sir:

I had Mr. Kelley look into the matter of shortening the proposed Klamath River Bridge and his estimate is attached.

We have been unable to reach an agreement with Mr. Blake as he wanted to look over the ground before making a decision. He will be in Klamath Falls some time the first of this week.

I looked over the job Saturday and could see no reason why the bridge can not be shortened.

Very truly yours,

K. D. LYTLE
DIVISION ENGINEER

kdl/e
enc's.

FORM 8-C-1 18610

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF K. D. LYTLE, DIVISION ENGINEER
BEND, OREGON

Job

Klamath Co

205C

June 24, 1935

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

NOTED
State Highway Engineer

Attention: Mr. H. G. Smith.

Dear Sir:

I am sending herewith for your approval "Order For State Work On Contract Projects", covering the cost of moving some of the facilities of the California Oregon Power Company which interfere with the construction of the Klamath Falls-Midland Section.

Copies of Mr. Kelley's letter and the Power Company's estimate are attached herewith too, for your reference.

Very truly yours,

K. D. LYTLE
DIVISION ENGINEER

kdl'e
encls.

Const
Con & Awds
Contract Awards

205-C

OREGON STATE HIGHWAY COMMISSION
SALEM

JUNE 21, 1935.

Mr. Harold Blake,
4400 North Thompson St.,
Portland, Oregon.

Dear Sir:

We are sending you, under separate cover, one fully executed copy of State Highway Commission contract No. 1745 which was awarded to you on June 6th, for the construction of the Klamath Falls-Midland Section of the Klamath Falls-Weed Highway, Klamath County.

This copy is for your records and files.

Yours very truly,

Secretary

HEG:

FORM 8-A-1 16819 1 -34
COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

Klamath Co.

205 C

June 18, 1935.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. K. D. Lytle,
Division Engineer,
Bend, Ore.

Dear Sir:

In regard to fill at the south end of the Klamath Bridge on the Klamath Falls-Midland Section, I find that the Bridge Department is quite anxious to eliminate a portion of this bridge as they are seriously considering changing the type to concrete; therefore please advise if there is borrow material available to extend the fill northerly as much as 200 ft. or any portion thereof. This would bring the toe of the fill to about Station 79+50. Also ascertain if the contractor would be agreeable to including this in his contract and advise the yardage and sum involved.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

Dictated by
HHS/H

CC to
R.H. Baldock

Federal

June 11, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement for the Klamath Falls-Midland Section, Project No. NRM 205-C (1935).

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dist. by J. W. Nash/GS

Encl.

Oregon State Highway Department

U. S. Public Works Highway
Project No. NRH 205-C (1935)

KLAMATH FALLS-MIDLAND SECTION OF THE

KLAMATH FALLS-WEED HIGHWAY IN KLAMATH COUNTY

(Estimate as basis for project agreement. Based on contract prices.)

Salem, Oregon, June 10, 1935

Graded Roadway (Sta. 0+00 to 269+00)

All Required		Clearing and Grubbing		$ 951.65
1,080	cu. yds.	Trench Excavation	$ 0.75	810.00
12,000	cu. yds.	Common Excavation	0.18	2,160.00
24,000	cu. yds.	Solid Rock Excavation	0.50	12,000.00
261,000	cu. yds.	Excavation, Single Classif.	0.18	46,980.00
302,500	yd. sta.	Overhaul	0.02	6,050.00
15,500	yd. mi.	Truck Haul	0.15	2,325.00
4.61	mile	Finishing Roadbed and Slopes	300.00	1,383.00
7,000	lin. ft.	Rounding Cut-banks	0.20	1,400.00
200	cu. yds.	Riprap	3.00	600.00
37	cu. yds.	Class "A" Concrete	25.00	925.00
7	cu. yds.	Class "C" Concrete	25.00	175.00
3.2	M-FBM	Lumber and Timber	100.00	320.00
1,350	lin. ft.	18" Concrete Pipe	1.90	2,565.00
200	lin. ft.	24" Concrete Pipe	2.85	570.00
850	lin. ft.	18" Corr. Iron Siphon Pipe	3.25	2,762.50
350	lin. ft.	24" Corr. Iron Siphon Pipe	4.62	1,617.00
40	lin. ft.	36" Corr. Iron Siphon Pipe	7.85	314.00
			Sub-total	$ 83,908.15
			10% Engr. & Cont.	8,390.81
			Total	$ 92,298.96

Length of Roadwork 4.665 miles
Cost per mile $ 19,785.41

Graded and Surfaced Roadway (Sta. 269+00 to 281+50)

All Required		Clearing and Grubbing		$ 48.35
20	cu. yds.	Trench Excavation	$ 0.75	15.00
7,000	cu. yds.	Excavation, Single Classif.	0.18	1,260.00
3,500	yd. sta.	Overhaul	0.02	70.00
.30	mile	Finishing Roadbed and Slopes	300.00	90.00
500	lin. ft.	Rounding Cut-banks	0.20	100.00

1,500	cu. yds.	Selected Roadbed Topping	$ 1.00	$ 1,500.00
6,500	yd. mi.	Hauling Roadbed Topping	0.15	975.00
200	cu. yds.	Salvaging Surfacing Materials	2.00	400.00
50	lin. ft.	18" Concrete Pipe	1.90	95.00
		Sub-total		$ 4,553.35
		10% Engr. & Cont.		455.33
		Total		$ 5,008.68

Length of Roadwork 0.237 mile
Cost per mile $ 21,133.67

SUMMARY OF FUNDS REQUESTED

Item	Total Cost	NIR Funds	State Funds
Graded Roadway	$ 92,298.96	$ 88,080.25	$ 4,218.71
Graded & Surfaced Roadway	5,008.68	4,779.75	228.93
	$ 97,307.64	$ 92,860.00	$ 4,447.64

State Funds for Constr: Chap. 175, laws 1917; Chap. 31, laws 1920
State Funds for Maint: Chap. 41, laws 1927

FORM S-A-1 5M

EGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending June 1, 1935

Section Green Springs Highway-Midland

Kind of work Grading

Highway Klamath Falls-Weed

Section prefix 18PB

Contractor

Contract number

Date of contract , 193

Date of completion Oct. 31, 1935

Date work started , 193

Estimated date of completion , 193

Amount of contract $

Per cent of time elapsed %

Estimated cost of completed project, exclusive of engineering $

Per cent of contract completed, based on total contract price %

Engineering costs to date, $, %

Date project was completed , 193

General information covering progress of work by party and by contractor, important developments, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Party spent three days of thepast week staking bridge ends at the Southern Pacific Overcrossing and at Klamath River, and one-half day chaining across Klamath River, using test piling as chaining points.

Prospective bidders were shown over the work to be let June 6th. Eight representative firms of contractors have examined the work thus far.

NOTED

JUN 3 - 1935

Signed

Address 119 South 5th Street
Klamath Falls, Ore

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

Construction Engineer.

	GRADING	SURFACING	NTENANCE MATERIALS	OIL A BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	.... COUNTY	.... COUNTY	.... COUNTY	.... COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....,

Compressors ...., Bull dozers ...., Sheet-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

cc to
R.H.Baldock
State Highway Engineer

H. G. Smith,
Construction Engineer.

FORM S-A-1 16819 9-34
COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

Conc & Agg
Klamath County

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

2056

OREGON STATE HIGHWAY COMMISSION

SALEM

May 23, 1935.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. K. D. Lytle,
Division Engineer,
Bend, Oregon.

Dear Sir:

I am returning Klamath Falls-Midland Section Crushed Rock Surfacing and Bituminous Macadam with the request that the surfacing be made to conform to standard waterbound macadam as it has been decided to use that type of construction on all crushed rock jobs.

The broken stone should be of three sizes: - base material, key material and screenings.

The base material	to be	from	4½" to 2"
Key material	"	"	"	1¼-½ or 3/4" to ¼"
Screenings				¼" to 0

We wish to eliminate the 2½" to 1¼" course as it is harder to key and does not give the stability of the coarser rock, and on account of the displacement under the roller, is more difficult to lay smooth. Crushing tables indicate that sufficient 4½" to 2" rock will be produced from the breaking crusher. Each lift of 4½" - 2" rock shall be keyed and screened independently and our practice indicates that approximately the following yardage will be required for a 9" compacted thickness of two lifts on a base width of 34 ft.

4½" - 2"	4700 Cu. Yds. per mile
1¼" - ½" Key or (3/4"-¼")	1200 cu. yds.
¼" - 0 Screenings	700 Cu. Yds.

On another job it takes 7 yds of 3/4" - ¼" and 3½ yds of ~~¼" - 0" yds.~~ of ¼" - 0" to key and screen 30 yds of 4" - 2½" rock.

You can secure an approximation of your 9" - 12" and 15" surfacing by using 2 or 3 lifts with slightly varying quantities in each lift.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

HGS/H

By

H. G. Smith,
Construction Engineer.

CC to
R.H.Baldock
State Highway Engineer

Federal

May 27, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

In accord with the request contained in your letter of May 25, 1935, we are today sending, under separate cover, four additional copies of bid proposal for the Klamath Falls-Midland Section, Project No. NRH 205-C (1935). These copies contain the complete sets of Special Provision pages.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/MB

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.______

POST OFFICE BUILDING
PORTLAND, OREGON

May 25, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to P.S.& E. for Oregon U.S.Public Works project NRH 205-C (1935).

The special provisions required on Public Works projects financed under the National Recovery Act and the Hayden-Cartwright Act, revised in accordance with memorandum of April 6, 1935, have not been approved as standards, and must, therefore, be incorporated in the special provisions, instead of just being referred to as was the case in the above project on the sheet dated April 16, 1935. Will you please furnish four copies of the proposal revised to include the present required special provisions.

This will also apply to any other project to be let covering these funds.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

Feder

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. [illegible]

POST OFFICE BUILDING
PORTLAND, OREGON

May 18, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir;

The plans, specifications and estimate for Oregon U.S.Public Works highway project NRH 205-C (1935), the Klamath Falls-Midland section of the Klamath Falls-Weed Highway, have today been recommended for approval. This is your authority for advertising.

Prompt submission of the bid tabulation and the agreement estimate will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By F E Andrews

F. E. Andrews
Sr. Highway Engineer

Jron

Construction
Grade Crossing
S.P. Midland Road
near Klamath Falls

103-1

April 18, 1935

Mr. Alfred A. Hampson,
General Attorney,
Southern Pacific Company,
Pacific Building,
Portland, Oregon.

Dear Mr. Hampson:

In recognition of, and by way of reply to, your letter of April tenth relative to the Highway Commission's application for an order by the Public Utilities Commissioner authorizing a crossing of highway over the tracks of the company in Klamath Falls, you are advised that the quotation in your letter of the tenth, which you state is taken from the company's letter under date of April fifth, in general is in line with the proposition submitted by me to your company under date of January 8, 1935, with respect to the percentage of costs which the company would be asked to bear in the event Federal funds were not available or adequate to take care of the entire cost of the crossing.

I think your last statement, which is this:

> "In making this commitment it is expressly understood that our Company will be relieved of any and all expense in connection with the project in the event Federal funds are made available to the State of Oregon for a grade separation program."

substantially correct; however, there may be small items of cost which the Government refuses to bear with respect to any crossings, and should some such items, which will not be large in any event, develop in connection with the crossing under discussion, then I think both the company and the State should work out an equitable agreement with respect to that matter. I am sure that should there be any such items of expense we will have no discord in reaching an amicable adjustment. In some instances, I am advised, the Government has requested that the railroad take care of the expense of its necessary watchmen; therefore, in accepting your statement I would not want to be understood as relieving the company of any such small burden as might be imposed upon it by Government regulation.

We are anxious to proceed with the construction of the road preliminary to the construction of the crossing and sincerely hope that this matter may be cleared for action within the next few days. If we cannot proceed I am sure that the Government will withdrawn the road money and use it elsewhere. We have been so advised.

Yours very truly,

State Highway Engineer

JMD:FW

cc J. M. Devers
C. B. McCullough
Frank G. McColloch

2-34-3M

Construction
Grade Crossings
[illegible]

S-2609

Southern Pacific Company

PORTLAND, OREGON

E. [illegible] KING,
SUPERINTENDENT

IN REPLY PLEASE REFER TO
323-3

Jan. 12, 1935

123-1

Mr. H. R. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Your letter January 5th in regard to overhead crossing south of Klamath Falls in connection with the Green Springs to Midland project:

I am passing your letter to the Legal Department who have been handling this case which, as you know, is on the Sacramento Division, with the request that they present your offer to the Management, and hope that something can be worked out along the lines you suggest.

Yours truly,

E L King

Legal

Grade [illegible] crossings
S.P. overcrossing

~~REFERRED TO~~
~~Glassy~~
~~By State Highway Engineer~~

For Committee

103-1

January 5, 1935

Mr. E. L. King, Superintendent
Southern Pacific Company
Pacific Building
Portland, Oregon

Dear Mr. King:

The State Highway Commission is anxious to get the record, in the matter of the application for an order permitting the construction of an overhead crossing over the tracks of the Southern Pacific Company near Klamath Falls in Klamath County, in form so that an order may be made by the Public Utilities Commissioner, authorizing the separation of grades and fixing the terms and conditions, and thereby permit the submission of the project to the Federal Government for approval. Upon the making of such order necessary for the approval of the project by the Government, the necessary steps will be taken to get the work under contract.

We cannot proceed with this project and cannot procure an order from the Public Utilities Commissioner unless the Southern Pacific Company withdraws its objection, or unless we can stipulate the form of order which the parties to the proceeding will approve and accept.

I understand that the Southern Pacific Company has refused to accept any order which does not free it of all obligation to pay any part of the cost of the separation of grades. The overhead structure proper is not to be built at this time for the reason that sufficient funds are not available. It is the plan to construct at this time only the roadway and approach to the structure and later, when further funds are made available for such purpose by the Federal Government, the structure proper will be built. Should the Federal Government provide all of the funds necessary to build the crossing, then the Southern Pacific Company will not be called upon to pay any part of such cost. Should, however, the Government provide no funds at all for such purpose, then the construction of the crossing will be an obligation of the State and the railroad on a 50-50 allocation.

My information is to the effect that the Southern Pacific Company will not assume any financial obligation with respect to the crossing. This decision on the part of the Company has made it impossible for the State to get the use of funds available for the construction of the roadbed, a part of which would be chargeable to the grade elimination and recoverable from the Company if we were proceeding under State law ~~in~~ a course we will later be forced to take if present plans are not carried out.

[illegible] proposal

The Highway Commission is reasonably certain that government funds will be provided during the coming year to cover the cost of the crossing, thus relieving both the State and the Company of any obligation to contribute financially to the project. Since the Company is unwilling to speculate on the probability of the Federal Government providing funds, and since such action on the part of the Company results in preventing the State from getting the funds now offered by the Government for the highway construction and may result in a total loss to the State of such funds, the Highway Commission is willing, in order to promote the interests of the State and further the construction of said highway and approach at this time and the structure when circumstances warrant and permit, to stipulate with the Company that if federal funds for the construction of said overhead crossing are not made available during the coming year and such project must be accomplished under state law and with public and railway funds, the State will waive its right to have 50% of the cost of such project charged to the railroad company, and the State will stipulate that the Public Utilities Commissioner may under such circumstances, and may so provide in the order made at this time, allocate to the railroad company 25% of the cost of the structure and may allocate to the public or the State 75% of the cost of such structure.

X

If this offer made by the State Highway Commission is agreeable to the Southern Pacific Company, please advise us at your earliest convenience so that we may communicate with the federal officials before it is too late to claim the funds now available. Upon receipt of favorable action with respect to this matter by the railway company, we will provide and submit a form of stipulation in harmony with the offer made in this communication.

Very truly yours,

State Highway Engineer

JMD:PW:HI

REFERRED TO

By State Highway Engineer

Mr. Chas. A. Hart,
Attorney
Great northern Railway Co.,
Yeon Building,
Portland, Oregon.

Dear Sir:

The State Highway Commission is anxious to get the record in the matter of the application for an order permitting the construction of an overhead crossing over the tracks of the Great Northern Railway near Klamath Falls in Klamath County, in form so that an order may be made by the Public Utilities Commissioner authorizing the separation of grades and fixing the terms and conditions, thereby permitting the submission of the project to the federal government for approval. Upon the making of such order necessary for the approval of the project by the government, the necessary steps will be taken to get the work under contract.

We can not proceed with this project and can not secure an order from the Public Utilities Commissioner unless the Great Northern Railroad Company will agree to a stipulation as to the form of order which the parties to the proceeding will approve and accept.

The crossing in question, as you know, consists of a combination bridge and overcrossing structure. In other words, it is proposed at this point to cross both the track or tracks of the Great Northern Railroad and Klamath River by means of a single structure. Because of this latter fact there are two points concerning which an agreement and stipulation is desirable. The first concerns the determination of that portion of the cost of the combined structure which can be considered as constituting the grade separation structure proper. The second has to do with that portion of the expense of said grade separation which should be borne by the Great Northern Railroad Company.

With reference to the first question, we are submitting, attached hereto, blueprints and detailed estimates of two layouts and tentative designs. The first layout (labeled Sketch "CH") is the type of structure which we propose to build. It consists of a reinforced concrete overcrossing structure proper, flanked on the river side by composite viaduct construction. The estimated cost of this project is $108,470.45.

As compared with the above layout and estimate, the lay out entitled Sketch "CL" has been prepared. This layout represents the type of structure which could be built across Klamath River were it not for the Great Northern tracks. In other words, sketch "CL" contemplates a low grade line structure on the same location in connection with ~~the~~ a grade crossing ~~and~~ of the Great Northern. The estimated cost of this latter structure is $83,349.64. The difference between the estimated costs hereinabove given ($108,470.45 minus $83,349.64) equals $25,120.81. This figure represents the additional expense to which the state will be put by virtue of the presence of the Great Northern tracks and ~~which~~ the consequent necessity of providing for the same.

We realize that comparisons of this kind are always open to ~~some~~ certain objections, among them being the obvious fact that if the state were selecting a grade crossing location rather than an overhead location, the general alignment might be materially modified, shifting the crossing to some other point; however, it appears that the above method of reasoning is about as fair ~~a comparison~~ as can be made under the circumstances. In other words, it would appear only reasonable and equitable to conclude that the presence of the Great Northern tracks results in an additional expenditure of approximately $25,000 (using round numbers) in the cost of this highway which figure should therefore be adopted as the cost of the grade separation at this point. This method of reasoning and system of allocation is therefore submitted for your consideration and approval.

The second question has to do with the financial obligation which the Great Northern Railroad Company should assume in connection with this crossing.

In this connection, we wish to point out the following facts:

~~That~~ The entire project is being held up pending an agreement as to cost distribution between the state and the Great Northern Railroad. Unless this matter is settled, present federal funds will be exhausted in which case it will be necessary to construct a crossing with state funds at a later date. In this latter case, fifty per cent of the cost of the project would have to be assessed against the Great Northern Railroad Company in accordance with the state statutes covering these matters. In other words, the construction of this crossing would then be an obligation of the state and railroad on a 50-50 basis.

location, the general alignment might be materially modified, shifting the crossing to some other point; however, it appears that the above method of reasoning is about as fair ~~a comparison~~ as can be made under the circumstances. In other words, it would appear only reasonable and equitable to conclude that the presence of the Great Northern tracks results in an additional expenditure of approximately $25,000 (using round numbers) in the cost of this highway which figure should therefore be adopted as the cost of the grade separation at this point. This method of reasoning and system of allocation is therefore submitted for your consideration and approval.

The second question has to do with the financial obligation which the Great Northern Railroad Company should assume in connection with this crossing.

In this connection, we wish to point out the following facts:

[illegible]. ~~That~~ The entire project is being held up pending an agreement as to cost distribution between the state and the Great Northern Railroad. Unless this matter is settled, present federal funds will be exhausted in which case it will be necessary to construct a crossing with state funds at a later date. In this latter case, fifty per cent of the cost of the project would have to be assessed against the Great Northern Railroad Company in accordance with the state statutes covering these matters. In other words, the construction of this crossing would then be an obligation of the state and railroad on a 50-50 basis.

The Highway Commission is reasonably certain that government funds will be provided during the coming year to cover the cost of a number of grade separation projects, thus relieving both the state and the ~~company~~ various railroad companies of any obligation to contribute financially. If such additional federal funds are made available, the Great Northern Railroad will be relieved of all obligation whatsoever in connection with the construction of this structure; however, we are not absolutely sure of these federal funds at this time; and as hereinabove stated, feel that it is absolutely essential that we proceed at once with the construction of the grading and surfacing adjacent to ~~the~~ this structure, and with other portions of the same section all of which are being held up until an agreement and stipulation may be reached between the state and the railroad ~~in this matter~~.

In view of the foregoing circumstances, we are willing to enter into the following stipulation with the railroad company at this time.

1. That in the event federal funds are made available for grade separation projects during the coming year, the state will submit this particular project as one of the first on its list, and if the same is accepted by the Federal authorities, proceed forthwith to construct the crossing without expense to the railroad company.

2. That in the event federal funds are not made available, ~~that~~ the railroad company agree to contribute one-quarter or 25 per cent of the cost of the grade separation portion of the crossing, as ~~stated~~ determined hereinabove, or $6,250, the state to contribute the balance.

This offer is made purely as a compromise and in the interest of speeding up this work; and it is earnestly requested that a stipulation of this kind be favorably considered by the railroad company at the earliest possible date in order to avoid holding up this entire project and thus rendering it a most certain obligation upon the state and ~~the~~ railroad company at a later date.

OREGON STATE HIGHWAY COMMISSION

BRIDGE DEPARTMENT

ESTIMATE AND COST DATA SHEET

PRELIMINARY

ESTIMATE FROM (Strike out the ones which do not apply) { No plans / Sketch / Completed plans; drawings No. SKETCH "OL"

County Klam Klamath

Bridge No. 1696

Estimate made by C.A.C. Date 12/20/34

Checked by From Est. by CCS Date Oct.12,1934

Calc. Book No.

Class .... Loading

Number, length and type of spans:

LOWER KLAMATH RIVER CROSSING
36 Composite Spans at 29' = 1,044 feet
1-60' steel span on concrete piers

ITEM	UNIT	ESTIMATE Quantity	ESTIMATE Rate	ESTIMATE Amount	CONSTRUCTED AMOUNT Quantity	CONSTRUCTED AMOUNT Rate	CONSTRUCTED AMOUNT Amount
Excavation	cu. yds.	200	8.00	$1,600			
Excavation below elevation shown	cu. yds.						
Treated piling	lin. ft.	7100	1.00	7,100			
.... piling	lin. ft.						
Class B concrete	cu. yds.	200	18.00	3,600			
Class A concrete	cu. yds.						
Class D concrete	cu. yds.	740	22.00	16,280.			
Metal reinforcement	lbs.	170,000	.055	9,350.			
Lumber	M. B. M.	180.	100.00	18,000			
Structural steel	lbs.	50,000	.06	3,000.			
Trestle superstructure	lin. ft.						
Wood truss spans, ... ft. long	each						
Handrail	lin. ft.	2,212	4.50	9,954.00			
Riprap	cu. yds.						
Removal of old bridge	lump sum						
Maintenance of traffic	lump sum						
Subtotal				$68,884.			
Plus 10 per cent for contingencies				6,888. 40			
Total construction cost				$75,772. 40			
Plus 10 per cent for engineering				7,577. 24			
Total cost				$83,349. 64			

OREGON STATE HIGHWAY COMMISSION

BRIDGE DEPARTMENT

ESTIMATE AND COST DATA SHEET

PRELIMINARY

ESTIMATE FROM (Strike out the ones which do not apply) { No plans / Sketch / Completed plans; drawings No. SKETCH "CL"

County Klam Klamath

Bridge No. 1885

Estimate made by O.A.C. Date 12/28/54

Checked by From Est. by CCS Date Oct. 18, 1954

Calc. Book No.

Class Loading

Number, length and type of spans:

LOWER KLAMATH RIVER CROSSING
36 Composite Spans at 29' = 1,044 feet
1-60' steel span on concrete piers

		ESTIMATE			CONSTRUCTED AMOUNT		
ITEM	UNIT	Quantity	Rate	Amount	Quantity	Rate	Amount
Excavation	cu. yds.	200	8.00	$1,600			
Excavation below elevation shown	cu. yds.						
Treated piling	lin. ft.	7100	1.00	7,100			
piling	lin. ft.						
Class B concrete	cu. yds.	200	18.00	3,600			
Class A concrete	cu. yds.						
Class D concrete	cu. yds.	740	22.00	16,280.			
Metal reinforcement	lbs.	170,000	.055	9,350.			
Lumber	M. B. M.	180.	100.00	18,000			
Structural steel	lbs.	50,000	.06	3,000.			
Trestle superstructure	lin. ft.						
Wood truss spans, ft. long	each						
Handrail	lin. ft.	2,212	4.50	9,954.00			
Riprap	cu. yds.						
Removal of old bridge	lump sum						
Maintenance of traffic	lump sum						

Subtotal	$68,884.	
Plus 10 per cent for contingencies	6,888.	40
Total construction cost	$75,772.	40
Plus 10 per cent for engineering	7,577.	24
Total cost	$83,349.	64

OREGON STATE HIGHWAY COMMISSION

BRIDGE DEPARTMENT

ESTIMATE AND COST DATA SHEET

ESTIMATE FROM (Strike out the ones which do not apply) { No plans / Sketch / Completed plans; drawings No. Sketch C.H.

County Klamath

Bridge No. 1895

Estimate made by OAC Date 12/28/34

Checked by From Est. by CCS Date Oct. 18, 1934

Calc. Book No.

Class Loading

Number, length and type of spans:

Klamath River and
Gr. Northern Bridge
156' R. C. Spans, 1073' Composite trestle
and 60' steel span on concrete piers

ITEM	UNIT	ESTIMATE			CONSTRUCTED AMOUNT		
		Quantity	Rate	Amount	Quantity	Rate	Amount
Excavation wet	cu. yds.	200	8.00	1,600			
Excavation dry	cu. yds.	230	2.00	460			
piling	lin. ft.						
Treated piling	lin. ft.	10,000	1.00	10,000			
Class B concrete	cu. yds.	200	18.00	3,600			
Class A concrete	cu. yds.	300	21.00	6,300			
Class D concrete	cu. yds.	878	22.00	19,316			
Metal reinforcement	lbs.	250,000	.055	13,750.			
Lumber	M. B. M.	200	100.00	20,000			
Structural steel	lbs.	50,000	.06	3,000			
Trestle superstructure	lin. ft.						
Wood truss spans, ft. long	each						
Handrail	lin. ft.	2,582	4.50	11,619			
Riprap	cu. yds.						
Removal of old bridge	lump sum						
Maintenance of traffic	lump sum						

Subtotal	89,645.00
Plus 10 per cent for contingencies	8,964.50
Total construction cost	98,609.50
Plus 10 per cent for engineering	9,860.95
Total cost	$108,470.45

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
ESTIMATE AND COST DATA SHEET

ESTIMATE FROM (Strike out the ones which do not apply)
- No plans
- Sketch
- Completed plans; drawings No. Sketch C. H.

County Klamath
Bridge No. 1895
Estimate made by OAC   Date 12/[illegible]/34
Checked by From Est. by CCS   Date Oct. 18, 1934

Klamath River and
Gr. Northern Bridge
156' R. C. Spans, 1073' Composite trestle
and 60' steel span on concrete piers

Calc. Book No.
Class .... Loading
Number, length and type of spans:

ITEM	UNIT	ESTIMATE			CONSTRUCTED AMOUNT		
		Quantity	Rate	Amount	Quantity	Rate	Amount
Excavation wet	cu. yds.	200	8.00	1,600			
Excavation ~~below elevation shown~~ dry	cu. yds.	230	2.00	460			
.... piling	lin. ft.						
Treated piling	lin. ft.	10,000	1.00	10,000			
Class B concrete	cu. yds.	200	18.00	3,600			
Class A concrete	cu. yds.	300	21.00	6,300			
Class D concrete	cu. yds.	878	22.00	19,316			
Metal reinforcement	lbs.	250,000	.055	13,750.			
Lumber	M. B. M.	200	100.00	20,000			
Structural steel	lbs.	50,000	.06	3,000			
Trestle superstructure	lin. ft.						
Wood truss spans, ... ft. long	each						
Handrail	lin. ft.	2,582	4.50	11,619			
Riprap	cu. yds.						
Removal of old bridge	lump sum						
Maintenance of traffic	lump sum						
Subtotal				89,645.00			
Plus 10 per cent for contingencies				8,964.50			
Total construction cost				98,609.50			
Plus 10 per cent for engineering				9,860.95			
Total cost				$108,470.45			

133-1

January 5, 1936

Mr. Chas. A. Hart, Attorney,
Great Northern Railway Co.,
Yeon Building,
Portland, Oregon.

Dear Mr. Hart:

The State Highway Commission is anxious to get the record, in the matter of the application for an order permitting the construction of an overhead crossing over the tracks of the Great Northern Railway Company near Klamath Falls in Klamath County, in form so that an order may be made by the Public Utilities Commissioner authorizing the separation of grades and fixing the terms and conditions, and thereby permit the submission of the project to the Federal Government for approval. Upon the making of such order necessary for the approval of the project by the Government, the necessary steps will be taken to get the work under contract.

We cannot proceed with this project and cannot procure an order from the Public Utilities Commissioner unless the Great Northern Railway Company withdraws its objection, or unless we can stipulate the form of order which the parties to the proceeding will approve and accept.

I understand that the Great Northern Railway Company has refused to accept any order which does not free it of all obligation to pay any part of the cost of the separation of grades. The overhead structure proper is not to be built at this time for the reason that sufficient funds are not available. It is the plan to construct at this time only the roadway and approach to the structure and later, when further funds are made available for such purposes by the Federal Government, the structure proper will be built. Should the Federal Government provide all of the funds necessary to build the crossing, then the Great Northern Railway Company will not be called upon to pay any part of such cost. Should, however, the Government provide no funds at all for such purpose, then the construction of the crossing will be an obligation of the State and the railroad on a 50-50 allocation.

My information is to the effect that the Great Northern Railway Company will not assume any financial obligation with respect to the crossing. This decision on the part of the Company has made it impossible for the State to get the use of funds available for the construction of the rest of the project, a part of which would be chargeable to the grade elimination and recoverable from the Company if we were proceeding under State law, a course we will later be forced to take if present plans are not carried out.

The Highway Commission is reasonably certain that government funds will be provided during the coming year to cover the cost of the crossing, thus relieving both the State and the Company of any obligation to contribute financially to the project. Since the Company is unwilling to speculate on the probability of the Federal Government providing funds, and since such action on the part of the Company results in preventing the State from getting the funds now offered by the Government for the highway construction and may result in a total loss to the State of such funds, the Highway Commission is willing, in order to promote the interests of the State and further the construction of said highway and approach at this time and the structure when circumstances warrant and permit, to stipulate with the Company that if federal funds for the construction of said overhead crossing are not made available during the coming year and such project must be accomplished under state law and with public and railway funds, the State will waive its right to have 50% of the cost of such project charged to the railroad company, and the State will stipulate that the Public Utilities Commissioner may under such circumstances, and may so provide in the order made at this time, allocate to the railroad company 25% of the cost of the structure and may allocate to the public or the State 75% of the cost of such structure.

The crossing under consideration differs a little from most overhead crossings in this: that there is involved here the crossing of the river and the crossing of the railroad. It is apparent that were the railroad not there the State would be obligated to build a river crossing. With the railroad present, however, a more expensive type of river crossing is involved in order to make possible a railroad crossing as well. This raises the question as to what portion of the cost of the combined structure the railroad company should share.

Plans have been prepared for a combined river and railroad crossing which is the structure that will be built, and those plans are labeled Sketch "CH" and a set is attached. The combined structure is estimated to cost $108,470.45. We have also estimated the cost of a river crossing only, and plans labeled Sketch "CL" are attached. The estimated cost of the river crossing alone is $83,349.64. The difference in the cost of these two structures is the sum in which the railroad company should participate if called upon to participate at all. Using the estimates given, that sum is $25,120.81, and the percentages of allocation of cost given above will be applied to this latter sum.

These amounts given, you will understand, are estimates only and if the structure is built and the State and Railroad are required to participate in the cost more exact figures will be determined as a result of contract prices or bid disclosures.

If this offer made by the State Highway Commission is agreeable to the Great Northern Railway Company, please advise us at your earliest convenience so that we may communicate with the Federal officials before it is too late to claim the funds now available. Upon receipt of favorable action with respect to this matter by the railway company, we will provide and submit a form of stipulation in harmony with the offer made in this communication.

Very truly yours,

State Highway Engineer

JMD:PW

205 2

G.N. - Klamath Falls

[illegible]

O
P
Y

R. K. [illegible]

CAREY, HART, SPENCER AND McCULLOCH

LAW OFFICES

1410 Yeon Building

Portland, Oregon

April 13, 1935.

Mr. J. M. Devers, Attorney,
Oregon State Highway Commission,
Salem, Oregon.

Dear Mr. Devers:

You recently filed an amended petition on behalf of the Highway Commission in the proceeding pending before the Public Utilities Commissioner of Oregon, seeking authority to construct an overcrossing of the Weyerhaeuser spur of the Great Northern Company in Klamath County. The matter was then set down for hearing at Salem on April 16 but thereafter continued to a date to be later set.

I have been wondering whether there is any possibility of delaying this matter until the Commission can be certain of federal funds for the project. I make this suggestion having in mind, first, that the federal grant is likely and that it should not be long delayed, and, second, because the proceeding in its present form involves a possible burden of $14,000 upon the Railway Company, and hence makes necessary an extended showing on the part of the Railway Company in opposition. No doubt you have seen the recent decision of the Supreme Court of the United States in Nashville, C. & St. L. R. Co. v. Walters, decided March 4, 1935. The Great Northern situation is not unlike that described in the decision in the Walters case, and if there is any chance of a $14,000 assessment on account of this crossing, the Great Northern has no alternative but to make the contest suggested in the Walters case.

No doubt we are all assuming that there will be no such assessment upon the Railway Company because federal moneys will be available. If this is the situation, can we not work the matter out in some way that will avoid an extended contest over the question of public necessity?

Yours truly,

(sgd.) C. A. HART

OREGON STATE HIGHWAY COMMISSION

SALEM

April 15, 1935

Mr. C. A. Hart,
1410 Yeon Building,
Portland, Oregon.

Dear Mr. Hart:

In reply to your letter of the thirteenth in which you ask for a further postponement of the Highway Commission's application for an order authorizing the construction of an overhead crossing over the tracks of the Great Northern Railway in Klamath County, wish to say that if an order is not made within the next week I am of the opinion that the money for the construction of the road will be withdrawn and allocated to some other project in perhaps some other county.

The money which has been allocated for this particular job has been lying idle more than a year and the Government representatives are quite impatient. There seems no occasion for further delay in view of the fact that the Government by the passage of the Public Works bill has made available funds for grade separations and the crossing in which you are interested is one of the crossings on the Commission's program to be built with Federal funds.

I dislike to refer to a competitive railroad for an example, but the fact is that the Union Pacific is lending every encouragement and offering every invitation for the expenditure of money for grade eliminations in its territory; in fact both at Pendleton and LaGrande the company has voluntarily offered to contribute funds for the purchase of rights of way in order to make possible some grade eliminations which could not otherwise have been had since the cities were financially unable to provide all the funds for the purchase of rights of way.

I am quite familiar with the Tennessee case and do not believe that the decision in that case would entirely relieve a carrier of any obligation to contribute to a grade separation under our law.

I will concede that confronted with that decision we cannot ask an allocation of costs on the percentage basis fixed in our statute, but where any part of the cost is to be allocated to the railroad company I think the Commissioner would have to determine that amount

SOUTHERN PACIFIC COMPANY

Portland, Oregon

April 10, 1935.

Mr. R. H. Baldock,
State Highway Commission,
Salem, Oregon.

In the Matter of the application of the State of Oregon, by and through its State Highway Commission, for permission to construct an overcrossing of the tracks of Southern Pacific Company in the southeast quarter of Section 19, Township 39 South, Range 9 East, W. M., in Klamath County.
P. U. C. Oregon F-1727

Dear Sir:

On January 5, 1935, you wrote a letter to Mr. E. L. King, Superintendent of the Portland Division, suggesting an agreement between the State Highway Commission and the Southern Pacific Company covering the construction of the above mentioned overhead crossing and a method of allocation of costs to be applied in the event only fifty per cent of the cost of the overhead structure is ultimately paid out of federal funds. The site of the proposed crossing is located on the Sacramento Division and for that reason Mr. E. L. King wrote to you under date of January 12, 1935, stating that he was referring your letter to me with the request that I present your suggestion to the Company's management. Since that date I have been in correspondence with our management concerning this subject.

Under date of the 5th instant I was advised by the Company's management as follows:

> "Authortiy has been received to grant the State of Oregon an easement for the proposed overhead crossing on our usual terms, terminable upon non-use, for an area of 0.367 of an acre as shown on attached print of Sacramento Division Drawing 8080. Also to commit the Company to an expenditure of $8,000 as its portion of the expense, which is based on our Company not being assessed with more than 25 per cent of the total cost of the structure but not including the approaches.

Mr. R. H. Baldock,
April 10, 1935,
Page 2.

> In making this commitment it is expressly understood that our Company will be relieved of any and all expense in connection with the project in the event Federal funds are made available to the State of Oregon for a grade separation program."

If I correctly understand your position, action on our part in accordance with the foregoing authority will meet with your entire approval and if you care to advise me to that effect, I will take this matter up promptly with Mr. Devers for the purpose of closing the subject in accordance with this authority.

Very truly yours,

(sgd.) ALFRED A. HAMPSON

14/16

cc - Mr. J. M. Devers

FORM S-4-1 10974 7-34
COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

Const.
Coop. agree.
Klamath County

205 e

April 10, 1935

IN REPLY PLEASE REFER TO FILE NO. 112-B-a

Mr. K. D. Lytle
Division Engineer
Bend, Oregon

Dear Sir:

I have no possible way of anticipating the time required to let the Klamath Falls-Midland Section of the Klamath Falls-Weed Highway. It is complicated by grade crossing elimination funds, from which we have no definite information. I believe however that it will be at least six weeks before any contracts are let.

I suggest that you send in specifications for the topping and surfacing of the project so that it can be let as a unit.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

H. G. Smith
Construction Engineer

HGS:OG

cc R. H. Baldock ✓

FORM 5-C-1 19010 1-M 1-35
COMMISSIO
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON
H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

205-C

X

OREGON STATE HIGHWAY COMMISSION

OFFICE OF K. D. LYTLE, DIVISION ENGINEER
BEND, OREGON

112-3-6

March 26, 1935

RECEIVED
MAR 27 1935
OREGON
STATE HIGHWAY COMMISSION

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir: Attention: Mr. H. G. Smith.

We recently sent you a list of tentative construction projects dated March, 1935. Near the bottom of the list was the Green Springs Highway-Midland Section, 5.31 mile, Grade and Top $122,310. This is in error as this estimate covers the grading only, though there is 1400 yards of topping in the estimate for a connection at the Midland end.

Detailed estimates to support the list we sent you will be prepared shortly.

Yours very truly,

K. D. Lytle,
Division Engineer

wow/e

By:
W. O. Widdows

NOTED
State Highway Engineer

205 C

March 12, 1936

Mr. J. M. Devers
Office

Dear Sir:

At the last meeting of the Commission it was decided to submit to the Bureau for approval the construction of the Klamath Falls-Midland project beyond the limits of the railroad grade separation structures and the approaches thereto, including the section between the two railroad crossings. Mr. Lynch stated that he would approve a project of this kind, provided he had the assurance of the proper state authority that grade elimination structures would be ordered and constructed later on as one of the first projects under the new program. It was understood that the request for this project would not be submitted to the Bureau until an order has been secured from the Public Utilities Commissioner covering the matter of Mr. Lynch's request. The Attorney was instructed to secure such an order.

What have you done?

Very truly yours,

State Highway Engineer

205-2

March 5, 1935

Mr. J. M. Devers
OFFICE

Dear Sir:

The State Highway Commission, at its last meeting, conferred with W. H. Lynch, District Engineer of the Bureau of Public Roads, regarding the completion of the Klamath Falls-Weed Highway. Mr. Lynch gave the Commission to understand that the federal government would require grade separations at the two railroad crossings at the Southern Pacific and Great Northern Railroads. Also, that the government would not insist that these grade separation structures be built at once, provided assurance is given by the proper state authority that grade crossings will not be constructed but that when this highway is completed the railroads and the highway will be seperated. Mr. Lynch also gave the Commission to understand that he would approve the construction of the units north and south of the railroad crossings provided the above-mentioned assurance is given.

In view of Mr. Lynch's statements, the Commission instructed me to secure an order or stipulation of some kind from the Public Utilities Commissioner of Oregon to the effect that, when the final order is handed down with regard to these crossings of the highway with the two railroads in question, it will contain provision for separation of grades.

Will you please prepare a petition to be submitted to the Public Utilities Commissioner at your early convenience but before preparing it in final form I would like to discuss the matter with you along with Mr. McCullough and Mr. Smith.

The present plan is to construct the section north and south of the railroad crossings beyond the limits of the approaches to the grade separation structures omitting the section between the railroad crossings which would be included in the contract for the structures and the structure approaches.

Yours very truly,

RHB:MC

State Highway Engineer

October 30, 1934

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to your letter of October 10, 1934, and Mr. DeSousa's letter of October 13, relative to a railroad contribution toward the cost of grade separation structure on proposed Oregon U.S. Public Works highway project NRM 205-C (1935).

It appears that the improvement immediately proposed by the State Highway Department to be financed with 1935 Public Works highway funds may or may not include the fill approaches to a proposed bridge over the tracks of the Southern Pacific Railroad. In any event, it is not proposed to construct the structure over the tracks with Public Works highway funds since all of these funds are allocated to other improvements.

The State Highway Department contends that the fill approaches are a separable part of the overcrossing and may be constructed wholly with Public Works highway funds; also that the bridge may be considered and financed from other available funds involving a contribution by the railroad company under the applicable State statutes and regulations if so ordered by the Oregon Public Utilities Commission.

The Southern Pacific Company contends the Oregon Public Utilities Commission has consistently held in previous cases thatthe cost of excavated or filled approaches to railroad grade separation structures are an integral part of the grade separation and are not separable. This contention, if sustained, would have the effect of requiring (1) that the entire grade separation improvement be constructed and financed as a unit, in which event no contribution on the part of the railroad company could be required if Public Works highway funds are used to pay any part of the cost, or, (2) that the construction of the grade separation, if ordered by the Public Utilities Commission, be financed without the use of Public Works highway funds, presumably with the railroad contributing fifty percent of the entire cost and the remaining funds supplied from regular Federal Aid or other sources.

The memorandum of November 21, 1933, to which reference is made both by the State and by the railroad provides: "If any contribution by a railroad company is to be used to pay any part of the cost of the railroad crossing improvement, the District Engineer shall not recommend the project for approval until there has been filed as a part of the project statement a letter from the railroad company stating that the contribution is a wholly voluntary one." The memorandum first, second and third paragraphs, specifically refers to the funds authorized by Section 204, Title II, of the National Industrial Recovery Act and states that these funds are appropriated to promote safety at highway-railway crossings; that the Bureau has consistently held the purpose of this Act is to encourage improvements to promote traffic safety without imposing involuntary contributions upon either the States or the railroad companies; that State laws with referencete the apportionment of costs either by statute or by action of State authority do not apply. It is clear the requirement that only voluntary contributions shall be made by railroad companies is applicable only to projects financed wholly or in part with Public Works highway funds and does not apply to future Federal Aid funds unless there be further applicable legislation.

The State Highway Department asks specifically whether the memorandum of November 21, 1933, would apply to the reinforced concrete overcrossing structure in the event that the earth embankment approaches to the structure are constructed from Public Works highway funds and the structure itself is constructed at a later date from other and different funds. You are advised that in the event the earth embankment approaches to the overpass are constructed with Public Works highway funds the railroad may not be required to contribute in part of the cost of the embankment approaches. In the event that the railroad continues in its present opposition to contributions in the completed improvement, including the overpass structure, and the Stateis unable to finance the entire improvement with Public Works highway funds, the improvement should be eliminated from the State's Public Works highway program. It is obvious that construction of the approaches cannot be justified unless construction of the overpass is assured and construction of the structure under order of the Public Utilities Commission with a contribution required of the railroad company would be in effect a violation of the principles set out in the memorandum of November 21, 1933.

You ask the further specific question whether the memorandum of November 21, 1933, would apply to any future construction of the reinforced concrete structure and/or the earth approaches in the event that neither the reinforced concrete structure nor the earth approaches are constructed from Public Works highway funds. Since Public Works highway funds are the only funds now available or provided for by legislation for the entire cost of the work, the memorandum of November 21, 1933, obviously could not be applied to projects constructed with funds other than Public Works highway funds.

Very truly yours,

W. H. LYNCH
District Engineer

Commissioners
LESLIE M. SCOTT, Chairman, Portland
CARL G. WASHBURNE, Eugene
E. B. ALDRICH, Pendleton

H. B. GLAISYER, Secretary

R. H. BALDOCK
State Highway Engineer
Salem

OREGON STATE HIGHWAY COMMISSION
Office of K. D. LYTLE, Division Engineer
BEND, OREGON

21.5 C

12-3a

July 30, 1934

RECEIVED
JUL 31 1934
OREGON
STATE HIGHWAY COMMISSION

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Attention ~~Mr.~~ H. G. Smith

NOTED
State Highway Engineer

Dear Sir:

The profile on the Green Springs Highway, Midland Section, which was recently sent to you, did not have shown thereon the plan and cross section of the dyke and ditch which is to be constructed between stations 109 and 118. The plan for this is attached and I am asking that it be shown on the profile.

Yours very truly

K. D. Lytle
Division Engineer

kdl/c
encl.

FORM 2-G-1 15000

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF K. D. LYTLE, DIVISION ENGINEER
BEND, OREGON

112-3a

July 24, 1934

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Att. Mr. H. G. Smith

NOTED
State Highway Engineer

Dear Sir:

In writting up the special provisions and preparing the plans in the Green Springs Highway-Midland Section of the Klamath Falls-Weed Highway there are certain features which may require an explanation.

The grade line across the Klamath River was changed and should be corrected on the vicinity map which is in your office. We also changed the grade for aways on the south end of this bridge as we did not believe that it was quite high enough.

The vininity map of the railroad crossing has not yet been completed but will be sent in as soon as Kelly secures a sheet upon which it can be traced.

Concrete Pipe was specified on the north side of the Klamath River as it was thought that it could be made in Klamath Falls and might be cheaper than iron. However asphalt coated iron pipe was specified for the south side as we thought that there was too much alkali in the soil for concrete pipe. All siphons were specified to be asphalt coated iron as we have found this type of siphon is less leable to leak. Siphons and irrigation pipes were made 155 feet in length in order to take them out of the right of way. When right of way was wider than 150 feet we figured in building the fence in around them.

No mention of bridge work was made in the special provisions as I did not know what plans you had for this constrution, some mention should be made in the special provisions if they are to be built during grading work. If the railroad crossing is to have pile approaches the fill would be completed and the piles driven afterwards but if the construction is to be of concrete we could not complete the fill untill the bridge is constructed. Some additional studies should be made by the bridge department before the structure across the Klamath River is designed as I believe that it will be exceedingly difficult to drive piling in the river bed.

In classifying the job I thought that the excavation north of the river should be classified on the two classification basis. No pits were dug but soundings with a rod were made. South of the river I thought that the job should be let single classifications. Tests pits were dug and the contractor can see jest the sort of materials he will have to move. For the most part there is one to two feet of loam on top of a soft chalk rock, the latter can be scarified or dug with a pick.

Due to the shape and large area of borrow pit required for the fill at the S.P.Track I have stated in the provisions that no haul will be paid on this excavation. The measurement of the overhaul from these pits where the materials are moved both lateraly and longitudinally would be extremely difficult and might involve us in a dispute with the contractor.

You will note that I require the large fill to be sprinkled. The watering of the fill is new and I cannot say how closely the amount of water required has been estimated but if it required much more than shown in the estimate I would doubt if it would pay. The cost of the rolling with a three legged roller is estimated at about 1 cent per cu. yd.

I planned to use the topping specified to cover the road from the north end of the bitiminous macadam to where the present road at Midland turns off our location.

Yours very truly,

K. D. Lytle
Division Engineer

kdl/jj

205 CO

PWA-1

December 19, 1934

Mr. F. Mears
Assistant Chief Engineer
Great Northern Railway Company
Seattle, Washington

Dear Sir:

In reply to your telegram of December 17th, we are pleased to advise that the list of desirable grade crossing eliminations which we have submitted to the U. S. Bureau of Public Roads includes the Great Northern Crossing two miles east of Lapine, and the crossing of the Wedderburn Spur of the Great Northern on our new location for the Klamath Falls-Weed Highway south of Klamath Falls.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:ER

1201-S

CLASS OF SERVICE

This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable sign above or preceding the address.

WESTERN UNION

(27)

R. B. WHITE, PRESIDENT — NEWCOMB CARLTON, CHAIRMAN OF THE BOARD — J. C. WILLEVER, FIRST VICE-PRESIDENT

SIGNS

- DL = Day Letter
- NM = Night Message
- NL = Night Letter
- LC = Deferred Cable
- NLT = Cable Night Letter
- Ship Radiogram

The filing time as shown in the date line on full-rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.

Received at

PR104 CAK DL=F SEATTLE WASH 17 415P

1934 DEC 17

MINUTES IN TRANSIT	
FULL-RATE	DAY LETTER

R H BALDOCK=
STATE HIGHWAY ENGR SALEM ORG=

WOULD BE GLAD HAVE YOU CONSIDER IN YOUR GRADE SEPARATION PROGRAM OVERHEAD BRIDGE ON DALLES CALIFORNIA HIGHWAY CROSING GREAT NORTHERN RAILWAY TWO MILES EAST OF LAPINE ✓ OUR ESTIMATE TWENTY THOUSAND DOLLARS MAN HOURS TWENTY FOUR THOUSAND ALSO OVERHEAD ON KLAMATHFALLS WEED HIGHWAY AT KLAMATHFALLS OUR ESTIMATE ONE HUNDRED THOUSAND DOLLARS MAN HOURS ONE HUNDRED THOUSAND =

F MEARS ASST CHIEF ENGR.

4181
3177

REFERRED TO Probert
R. State Highway Engineer

Are these in
RHB

WESTERN UNION GIFT ORDERS ARE APPROPRIATE GIFTS FOR ALL OCCASIONS

✓ Class "C" Concrete	7	C.Y.	22.00	154.00
Lumber and Timber	3.2	M.F.B.M.	60.00	192.00
✓ Selected Roadbed Topping	1,600	c.Y.	.50	800.00
✓ Hauling Roadbed Topping	7,000	Y.M.	.12	840.00
✓ Salvaging Surfacing Materials	250	C.Y.	1.00	250.00
✓ Sprinkling	1,200	M.Gal.	1.00	1,200.00
✓ Rip Rap	200	C.Y.	1.50	300.00
Total				$105,737.50
Contingincies and Engineer				10,573.77
Grand Total				$116,311.52

205 C

RECEIVED
JUL 26 1934
OFFICE OF
CONSTRUCTION ENGINEER

Estimate of Cost

Green Springs Highway-Midland Section

Klamath Falls-Weed Highway

5.28 Miles Grading

✓ Clearing and Grubbing	All Requ.			$ 1,000.00
✓ Common Excavation	13,500	C.Y.	0.26	3,510.00
✓ Solid Rock Excavation	25,500	C.Y.	0.67	17,085.00
Excavation, Single Classification	263,000	C.Y.	0.26	68,380.00
✓ Overhaul	150,000	Sta.Y.	0.02	3,000.00
✓ Truck Haul	14,000	Y.M.	0.15	2,100.00
18" Reinforced Concrete Pipe	430	L.F.	1.75	752.50
24 " " " "	80	L.F.	2.50	200.00
18" Corrugated Iron Pipe Asphalt Coated	1,025	L.F.	1.75	1,793.75
24" Corrugated Iron Pipe Asphalt Coated	140	L.F.	2.50	350.00
18" Corrugated Iron Siphon Pipe Asphalt Coated	870	L.F.	2.00	1,740.00
24" Corrugated Iron Siphon Pipe Asphalt Coated	350	L.F.	2.75	962.50
36" Corrugated Iron Siphon Pipe Asphalt Coated	40	L.F.	6.00	240.00
✓ Class "A" Concrete	37	C.Y.	24.00	888.00
✓ Class "C" Concrete	7	C.Y.	22.00	154.00
✓ Lumber and Timber	3.2	M.F.B.M.	60.00	192.00
✓ Selected Roadbed Topping	1,600	C.Y.	.50	800.00
✓ Hauling Roadbed Topping	7,000	Y.M.	.12	840.00
✓ Salvaging Surfacing Materials	250	C.Y.	1.00	250.00
✓ Sprinkling	1,200	M.Gal.	1.00	1,200.00
✓ Rip Rap	200	C.Y.	1.50	300.00
Total				$105,737.50
Contingincies and Engineer				10,573.77
Grand Total				$116,311.52

CONTRACT#1744,

SEE:

CONTRACT#1605,

2

[illegible] Contract 1965

5

CONTRACT# 1745,

SEE:

CONTRACT# 1395,

3

1745 [illegible] Contract 1945

CONTRACT# 1746,

SEE:

CONTRACT# 1620,

[illegible] Alsea Bridge

#1716

SH: [illegible]20

CONTRACT#1746.

PR 53 Canby Sec. 1933

[redacted] 1746

53

May 28, 1936

Hansen & Rowland, Inc.
General Agents
Washington Building
Tacoma, Washington

Attention: F. Tunnard, Surety Bond Dept.

Gentlemen:

Reference is made to your letter of May 26, concerning final payment to Mountain States Construction Company, in connection with their contract for the construction of the Molalla River Bridge in Clackamas County.

You are advised that the $951.26, which we stated was force account in our letter of April 23, was in error.

The amount of force account was as follows: Force order No. 1, $2141.18; No. 2, $88.37; No. 3, $13.11.

It is regretted that we gave you the wrong figures in our letter of the 23rd. This error was made by computing the current force account instead of the total amount to date. However, the total amount paid was $53,036.88, as we advised before.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

JM:CE

HANSEN & ROWLAND INC.
GENERAL AGENTS
TACOMA - SEATTLE - PORTLAND
SURETY BONDS GENERAL INSURANCE
TACOMA, WASHINGTON

H. T. HANSEN, PRES.
I. C. ROWLAND, SECY.

RECEIVED
MAY 27 1936

May 26, 1936

THIS COMMUNICATION IF SIGNED AS AGENT OR AGENTS SHALL BIND IN SUCH CAPACITY ONLY.
PLEASE ADDRESS ALL COMMUNICATIONS TO HANSEN & ROWLAND, INC., NOT TO INDIVIDUALS.

Oregon State Highway Commission
Salem, Oregon

RE: BOND NO. 45362 - MOUNTAIN STATES CONSTRUCTION CO. to STATE OF OREGON - Bridge over Molalla River on Pacific Highway, South of Canby, Clackamas County, Oregon.

Gentlemen:

Referring to your letter of April 23rd, in connection with the above contract, you advised us that the total amount paid to the contractors in connection with this contract was $53,036.88, of which $951.26 was for force account work. We are now advised by the Mountain States Construction Co. that the force account work was as follows: Force Account #1 $2,141.18, #2 $88.37, #3 $13.11.

We would appreciate your advising us what amount is correct. Thanking you, we are

Very truly yours,

HANSEN & ROWLAND, Inc.
General Agents

By F Tunnard
Surety Bond Department

MF

L. J. Caufield
Highway Engineer

53-a

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE REFER TO FILE NO. No. 8

POST OFFICE BUILDING
PORTLAND, OREGON

May 21, 1936.

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

[illegible] 2[illegible] 193[illegible]

Dear Sir:

Final inspection of Oregon FAP 53-A, Canby-Aurora Section, Pacific Hwy., Clackamas County, ______________________, was made by a representative of this office on May 6, 1936. Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L Caufield
L. J. Caufield
Highway Engineer

53

1746

May 6, 1936

Molalla Electric Company
Aurora, Oregon

Attention: M. H. Evans,
Assistant Manager

Gentlemen:

We wish to acknowledge and thank you for your letter of May 4, in which you advise that your claim against the Mountain States Construction Company, in the sum of $91.96, in connection with their contract No. 1746, Bridge over Molalla River near Canby, in Clackamas County, had been settled.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

JM:CK
cc - Mountain States Construction Company
1644 Washington Street
Eugene, Oregon

cc - Maryland Casualty Company
Hansen & Rowland, Inc., Agents
Washington Building
Tacoma, Washington

Molalla Electric Company

Aurora, Oregon

May 4, 1936

RECEIVED
MAY 5 1936
OREGON
STATE HIGHWAY COMMISSION

Mr. R. H. Baldock, State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Dear Sir:

This letter is to advise that the Mountain States Construction Company has made a remittance to cover their account in the amount of $91.96.

Very truly yours

MOLALLA ELECTRIC COMPANY

M. H. Evans

MHE:E

M. H. Evans
Assistant Manager

REFERRED TO
JM
BY SECRETARY

acknowledge, record on card & file
HBS

#1746

53

April 23, 1936

Maryland Casualty Company,
Hansen & Rowland, Inc. Agents,
Washington Bldg.,
Tacoma, Washington.

Gentlemen:

You are hereby notified that State Highway Contract No. 1746 for the construction of a bridge over Molalla River Bridge on the Pacific Highway in Clackamas County near Canby has been completed by the contractors, Mountain States Construction Company, and that final settlement will be made by the State with said contractors for work done under said contract on or after May 2, 1936.

The State has been advised of the claim of the Molalla Electric Company in the sum of $91.96 for service. You are advised that the State assumes no responsibility for this claim or for any claims which may be filed against the contract.

This notice is served upon you as you appear as surety on the bond furnished by the above contractors. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractors in connection with this contract will be $53,036.88. Of this amount $951.26 was for force account work.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary.

Dict. by J. McFarland.

53

April 20, 1936

Hansen & Rowland, Inc.
General Agents
Washington Building
Tacoma, Washington

Attention A. Van R. Schermerhorn, Manager
Surety Bond Department

Dear Sirs:

Reply is made to your letter of the 10th of this month, requesting certain financial information concerning the contracts awarded by the Oregon State Highway Commission to the Mt. States Construction Company. Your letter came during a time when I was absent from the office, hence has not received earlier attention. I trust that you will pardon the delay.

Conttract No. 1746 for the construction of the Molalla River bridge on the Pacific Highway near Canby., Est. #4 for work performed during the month ending January 11 , 1936, amounting to $4,910.70, was mailed to the contractor on February 18. The retained percentage in connection with this job is $5,856.18. 53

Contract No. 1748 for the construction of the Smith River Bridge on the Oregon Coast Highway. Estimate #4, covering work performed during the month ending February 10, 1936, amounted to $7,982.04. The retained percentage is $6,960. 140-D

Contract No. 1798 for the construction of trestle bridges on the Junction City-Eugene Secondary Highway in Lane County. Est. #1 for work performed during the month ending February 15, 1936, amounted to $11,041.50. The retained percentage is $1,948.50. 262 A-B

The information given above is the latest available, and as close as we can come to February 7, the date you specified such information to cover.

Very truly yours,

Secretary

HBG:MB

B. G.

Our records show the following on the contracts mentioned in the attached letter:

No. - 1746 - Molalla River Bridge - Est. #4 for work performed to Jan, 11th - $4,910.70 - the warrant covering this payment was mailed Feb, 13, 1936 - The retained percentage was $3,856.18 - Making a total due of $8,766.88 -

No. 1748 - Smith River Bridge - Est. #4 for work performed to Feb, 10, 1936 was $7,982.04 - The retained percentage was $6,960.00 -

No. 1798 - Trestle Bridges - Lane County - Est. #1 for work performed to Feb, 15th was $11,041.50 - The retained percentage was $1,948.50.

J. McFarland.

---

the State of Oregon on the following jobs as of February 7, 1936:

Contract No. 1746 - Molalla River Bridge - $7,236.24
Contract No. 1748 - Smith River Bridge - Earned Estimates $7,982.24, Retainage $6,960.00 ✓ Est. #4 to Feb 10
Contract No. 1798 - Trestle Bridges, Junction City-Siuslaw Junction, Aubrey-Eugene Section of the Junction City-Eugene Secondary Highway - Earned Estimates $11,041.50, Retainage $1,948.50

Will you please verify these figures and if they do not correspond with your records advise us the amount due on each of these jobs to the Mountain States Construction Company as of February 7, 1936.

Thanking you in advance for this information, we are

Very truly yours,

HANSEN & ROWLAND, Inc.
General Agents
By A. Van R. Schermerhorn
A. Van R. Schermerhorn
Mgr. Surety Bond Dept.

AVRS:MF*

HANSEN & ROWLAND INC.

GENERAL AGENTS

TACOMA - SEATTLE - PORTLAND

SURETY BONDS GENERAL INSURANCE

TACOMA, WASHINGTON

H. T. HANSEN, PRES.
I. E. ROWLAND, SECY.

APR 13 1936

April 10, 1936

THIS COMMUNICATION IF SIGNED AS AGENT OR AGENTS SHALL BIND IN SUCH CAPACITY ONLY.
PLEASE ADDRESS ALL COMMUNICATIONS TO HANSEN & ROWLAND, INC., NOT TO INDIVIDUALS.

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. Glaisyer

RE: MOUNTAIN STATES CONSTRUCTION COMPANY

Dear Sir:

The Mountain States Construction Company have made us a financial statement in which they show the following monies due from the State of Oregon on the following jobs as of February 7, 1936:

Contract No. 1746 - Molalla River Bridge - $7,236.24
Contract No. 1748 - Smith River Bridge - Earned Estimates $7,982.24, Retainage $6,960.00 E.J. #4 4022.10
Contract No. 1798 - Trestle Bridges, Junction City-Siuslaw Junction, Aubrey-Eugene Section of the Junction City-Eugene Secondary Highway - Earned Estimates $11,041.50, Retainage $1,948.50

Will you please verify these figures and if they do not correspond with your records advise us the amount due on each of these jobs to the Mountain States Construction Company as of February 7, 1936.

Thanking you in advance for this information, we are

Very truly yours,

HANSEN & ROWLAND, Inc.
General Agents

By A. Van R. Schermerhorn
A. Van R. Schermerhorn
Mgr. Surety Bond Dept.

AVRS:MF*

FORM 2-E-1 2M 2-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

#1746

R. H. BALDOCK
STATE HIGHWAY ENGINEER

G. S. PAXSON
ACTING BRIDGE ENGINEER

53

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

April 16, 1936

Mr. H. B. Glaisyer
Office

Dear Sir:

All work, with the exception of a portion of the black top pavement on the deck, in connection with the construction of the Molalla River Bridge, our contract No. 1746, was completed by the Mountain States Construction Co. on Feb. 29.

The pavement was not completed at this time because of weather conditions and arrangements were made with the contractor whereby the State would complete the paving. This work was bid on a unit price basis and therefore the elimination of the amount reduced the amount paid to the contractor.

Will you please obtain permission to make final payment?

Very truly yours

G.S. Paxson
Acting Bridge Engineer

By WAReeves
W. A. Reeves
Office Engineer

WA:LD

APPROVED BY HIGHWAY COMMISSION
DATE April 17, 1936
H B Glaisyer SECRETARY

3

#1746

53

March 19, 1936

Molalla Electric Company

Aurora, Oregon

Gentlemen:

In response to your inquiry of March 17, you are advised that the Mountain States Construction Company has not yet completed their contract of the Molalla River Bridge near Canby and it will be some time before final payment is made. The date of completion for this contract is April 30, 1936.

We note that you have a bill in the amount of $91.96, against this contract.

For your information, we wish to advise that the bond furnished in connection with this contract was written by the Maryland Casualty Company for whom Hansen & Rowland, Inc., who have offices in the Public Service Building in Portland, are resident agents.

For your further information, we are enclosing herewith mimeograph copy of Chapter 280, (Oregon Laws, 1931), which will furnish you with the desired information in regard to claims against contractors.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

Encl.
JM:CE

Molalla Electric Company

Aurora, Oregon

March 17, 1936

RECEIVED
MAR 18 1936
OREGON
STATE HIGHWAY COMMISSION

Mr. R. H. Baldock, State Highway Engineer
Oregon State Highway Commission
State Office Building
Salem, Oregon

Dear Sir:

We wish to inquire if the Mountain States Construction Company, of Eugene, Oregon, has received complete payment for the re-construction work on the Pacific Highway bridge over the Molalla River just South of Canby, Oregon.

Our reason for this request is that we have a bill in the amount of $91.96 against them, which is not paid, and should they fail to make immediate payment, we wish to file a claim with the proper state department, against said concern.

Very truly yours

MOLALLA ELECTRIC COMPANY

M. H. Evans

MHE:E

M. H. Evans
Assistant Manager

FORM 5-E-1 2M 8-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

G. S. PAXSON
ACTING BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

53

March 14, 1936.

NOTED
State Highway Engineer

Mountain States Construction Co.,
1644 Washington Street
Eugene, Oregon.

Attention Mr. Fred Lindsey

Gentlemen:

This is to advise that we will final out the Molalla River Bridge contract without the completion of the outback asphalt wearing surface.

Since you have done no work on this outback asphalt wearing surface, this item will not appear in the final estimate. As soon as we can adjust the matter of flagging traffic, as written you some time ago, we can make the final estimate on this job.

I would ask that you give this matter your early consideration.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

G. S. Paxson
Acting Bridge Engineer

GSP:AP

RHB

53

March 14, 1936.

Mr. J. N. Bishop

We have agreed to place the cutback asphalt wearing surface on the Molalla River Bridge near Canby with our own forces at such time as the weather is suitable, and to final out the contract with this item eliminated from the estimate. Our bid item calls for 14 tons of material at a bid price of $9.00 per ton, or $126.00 for the job.

I would ask that you prepare a state force order covering this and make the necessary arrangements for doing the work with our crews when the weather is suitable.

G. S. Paxson

CC R. H. Baldock

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREGON

Stencil No. 124

IN YOUR REPLY PLEASE REFER TO FILE NO. Oregon 53

March 9, 1936

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the modified project agreement and certificate for the above numbered project.

Very truly yours,

W. H. LYNCH
District Engineer

By L J Caufield
L. J. Caufield
Highway Engineer

Encls.

Oregon Federal Aid Project No. 53.

Hep. 19073

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on October 25, 1921, by the State Highway Commission of Oregon, and on November 15, 1921, by the Acting Secretary of Agriculture, the said parties entered into an agreement for the improvement of that certain road described therein and designated as Oregon Federal Aid Project No. 53; and

WHEREAS, the plans and specifications previously approved for said project provided for the construction of 3.583 miles of road surfaced with cement concrete, in Clackamas County, for which the estimate approved was $62,643.15, and $31,321.57 Federal funds were set aside to the credit of said project; and

WHEREAS, the construction of said project in accordance with the plans and specifications previously approved has been completed, finally inspected, and accepted, at a total cost of $117,686.69, and voucher in the sum of $29,341.84 has been passed for payment as the share of the Federal Government on said project; and

WHEREAS, the said State Highway Commission of Oregon now requests a reopening of said project and a revision of the plans, specifications and estimate approved therefor to provide for the reconstruction of the Molalla River Bridge and approaches thereto, between survey stations 59+85.83 and 69+01.71 at an estimated cost of $56,557.05; and by reason thereof has requested that the estimate of cost approved for said project be increased from the previous actual cost of $117,686.69 to $174,243.74, and that the Federal funds approved and set aside to the credit of said project be increased from the previous actual payment of $29,341.84 to $63,841.63:

NOW, THEREFORE, It is hereby mutually agreed by and between the said State Highway Commission of Oregon and the Secretary of Agriculture that the plans, specifications and estimate approved for said project be revised in the manner above indicated, and that the said project agreement be amended as follows:

The third "Whereas" paragraph shall read:

> "Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications and estimate and the sum of sixty-three thousand, eight hundred forty-one and 63/100 dollars ($63,841.63) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:"

To Article I shall be added clause (b) to read:

> "(b) By the State, for the additional work involved in the reopening of said project, from Chap. 175, Laws of 1917, and Chap. 31, Laws of 1920."

Article II shall read:

> "Article II. This agreement covers the following road as described in detail in said surveys, plans and specifications:
>
> "Between survey station 177+92.3, the southwesterly end of Federal Aid Project No. 132, Section E, at the town of Canby, and survey

station 195+18 in the SE 1/4 of Sec. 12, T. 4 S., R. 1 W., W.M., at the east end of the bridge across Pudding River, which is the east end of Federal Aid Project 96, length 3.583 miles, in Clackamas County, being Oregon Project No. 53, consisting of 3.470 miles of roadway and one bridge of more than 20 ft. clear span 0.113 of a mile in length, known locally as the Canby - Aurora Section of the Pacific Highway."

Article IV shall read:

"Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of said project shall not in any event exceed the sum of sixty-three thousand, eight hundred forty-one and 63/100 dollars ($63,841.63), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of one hundred seventy-four thousand, two hundred forty-three and 74/100 dollars ($174,243.74), the approved total estimated cost of said project."

Article VI shall read:

"Article VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 41, Laws of 1927.

"The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway."

Except as herein specifically modified the said project agreement shall remain in full force and effect.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for Project No. 112.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, the Oregon State Highway Commission on the 30th day of November, 1935, and the Secretary of Agriculture on the 18th day of February, 1936.

OREGON STATE HIGHWAY COMMISSION

By Henry F. Cabell
Chairman, State Highway Commission

By
Member, State Highway Commission

By F. L. Tou Velle
Member, State Highway Commission.

Secretary of Agriculture,

By R. E. Boykin
Acting Chief, Bureau of Public Roads.

Oregon Federal Aid Project No. 53.

Form PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

The Secretary of the Treasury, and

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as Project No. 53, State of Oregon.

Second. That in accordance with said provisions I have approved the sum of $ 174,243.74 in lieu of the previous actual payment of $29,341.84, as the total estimated cost of said project, and the sum of $ 63,841.63 / as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this 18th day of February
one thousand nine hundred and thirty-six

Secretary of Agriculture,
By R. E. Boykin
Acting Chief, Bureau of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE: 1934 8—[illegible]

53

#1746

February 5, 1936

Mountain States Construction Co.

Eugene, Oregon

Attention: Fred M. Lindsey

Gentlemen:

This is to acknowledge your letter of January 30, enclosing statement from Canby Riverside Auto Park, stating that their claim against your contract No. 1746, Molalla River Bridge, had been paid in full.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

JM:CE

cc - Maryland Casualty Company
Hansen & Rowland, Inc., Agents
Washington Building
Tacoma, Washington

MOUNTAIN STATES CONSTRUCTION CO.
INCORPORATED

GENERAL OFFICE: EUGENE, OREGON
PHONE 2897

RECEIVED
FEB 1 1936
OREGON
STATE HIGHWAY COMMISSION

ADDRESS REPLY TO:

Jan 30-1936

O.S.H.Com
Salem Oregon
Attention Mr Reams.

Please find enclosed Release from County Regarding Auto Park. signed by it Sec. Please file so our estimates will be clear.

Yours truly
Mt State Const Co
By

REFERRED TO
Dennis
State Highway

MOUNTAIN STATES CONSTRUCTION CO.
INCORPORATED

GENERAL OFFICE: EUGENE, OREGON
PHONE 2897

ADDRESS REPLY TO:

Canby Oregon.

January [illegible] 1936
30th 1936

This is to certify that T he Mountain States Construction Co. of Eugene Oregon have this day settledin full all Clai ms that we held against them for use and tresspas sing on our camp grounds

Edgewater Lodge.
Canby Riverside Auto Park
By John A Beckwith Sr.

Witness
Fred H [illegible]
Louise Olsen

#746

53

December 10, 1935

Mr. John A. Beckwith
Attorney At Law
Porter Building
Portland, Oregon

Dear Sir:

Reply is made to your letter of the 26th ult., in regard to the claim of Mrs. Bessie G. Hayes against the Mountain States Construction Company for damages which Mrs. Hayes alleges occurred to her property by reason of the construction activities of the Mountain States Construction Company in connection with the rebuilding of the bridge over the Molalla River, on the Pacific Highway, just south of Canby.

The State Highway Commission is not familiar with any lease or arrangements which the Mountain States Construction Company might have with Mrs. Hayes's tenant for the use of her property, in connection with these operations; neither is the State Highway Commission advised of the amount of damage which has been done to Mrs. Hayes's property by this company, in Inasmuch as the leasing of property for material yards, framing yards, etc., is a matter entirely between the contractor and the property owner.

The State Highway Commission's contract with the Mountain States Construction Company provides, under Section 1039, that "The contracter shall not enter upon private property for any purpose without obtaining permission, and shall be responsible for the preservation of all public and private property, trees, monuments, etc., along and adjacent to the highway, and shall use every precaution necessary to prevent damage or injury thereto".

Also, again, under Section 1040, our specifications provide that "The contractor shall assume all responsibility for damage sustained by persons or property due to the carrying on of his work and until final acceptance thereof or until released by the engineer in writing".

In view of the above, it appears to us that Mrs. Hayes's claim does not involve the State Highway Commission but is a matter entirely against the contractor, who has furnished for the state a surety bond for the protection of claims. This bond was written by the Maryland Casualty Company, for whom Hansen & Rowland, Inc., are agents, with offices in the ~~Public Service~~ Building, ~~Portland.~~
Washington Tacoma, Wash

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

HDG:MBL

December 5, 1935.

Mr. H. B. Glaisyer :

With regard to the attached communication from Mr. Beckwith, having reference to damage done to the Canby auto park by the Mountain States Construction Co., I am not familiar with any lease which the Mountain States Construction Company might have made with Mrs. Hayes' tenant, nor am I familiar with the amount of damage which the Mountain States Construction Company may have done to the premises. The leasing of property for material yards, framing yards, etc., is a matter entirely between the contractor and the property owner.

Our contract provides under Section 1039, that "The contractor shall not enter upon private property for any purpose without obtaining permission, and shall be responsible for the preservation of all public and private property, trees, monuments, etc., along and adjacent to the highway, and shall use every precaution necessary to prevent damage or injury thereto."

Again, under Section 1040, our specifications provide that "The contractor shall assume all responsibility for damage sustained by persons or property due to the carrying on of his work and until final acceptance thereof or until released by the engineer in writing."

It would seem that any action which Mrs. Hayes might have is entirely against the contractor, and should the state be made a party to the action, that the contractor's bond would protect the state from any loss.

G S Paxson

G. S. Paxson

GSP:AP

10-35
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

November 29, 1935

IN REPLY PLEASE
REFER TO FILE NO.

Mr. H. B. Glaisyer
Office

Dear Sir:

Please see Paxson and answer this. It seems to me that whatever claim he has is against the contractor and we are out of the picture.

Very truly yours,

State Highway Engineer

RHB:HI

JOHN A. BECKWITH
ATTORNEY AT LAW
PORTER BUILDING
PORTLAND, OREGON

26 November 1935

State Highway Commission,
Salem, Oregon.

Gentlemen:

This letter pertains to a claim against the Mountain States Construction Company in connection with their work on a bridge south of Canby.

The property on the east side of the highway, known as the Canby Auto Park, is owned by the Canby Riverside Auto Park, a corporation, the stock of which is entirely owned by Bessie G. Hayes. Mrs. Hayes is a widow and has for many years been confined to her room and was not advised of the fact that the Mountain States Construction Company had practically taken possession of her property which is used as picnic grounds and camp grounds.

Mrs. Hayes had for nearly eight years carefully cared for this land, had planted trees and had gone to considerable expense in keeping the grass as near as possible like a city lawn. Your contractor, without the knowledge of Mrs. Hayes, unlawfully obtained permission from a tenant on the premises to use part of the land. They have taken advantage of this permission, running their trucks through the Park grounds and have cut roadways and deep ruts so that the sod is completely ruined. They even had the nerve to cut down several beautiful shade trees so that they could operate a carpenter shop in building forms. They have unlawfully stored cement in one of the buildings and have damaged the doors by backing trucks against the building.

The tenant vacated and the watchman is now in charge of the property. The Mountain States Construction Company has agreed to clean up the property, but it is obvious that only a cash consideration will compensate Mrs. Hayes for the damage that has been done to the ground. Even though all materials and rubbish should be removed it will require at least two years to get the sod back so that that portion of the land can again be used for park purposes.

Mrs. Hayes wrote a letter on October 21 to the Mountain States Construction Company demanding that they desist from encroaching on her land. The answer was that they had to use the property and that they would answer in damages.

Before filing suit against the Mountain States Construction Company I wish to be advised by the Commission as to whether you will compel your contractor to settle with Mrs. Hayes before final settlement is made with the Commission. An early reply will be appreciated.

Yours truly,

John A Beckwith

JAB:M

53

Dec. 9, 1935

Mr Probert

Attached hereto is Grant Co warrant No 3108 in the sum of $5000.00 representing initial payment by Grant Co in connection with the construction of the bridge at Monument.

The County still owes 5000.00 which it has agreed to pay before July 1936

STATE RELIEF COMMITTEE OF OREGON
SPALDING BUILDING
PORTLAND, OREGON
E. R. GOUDY, ADMINISTRATOR

JUDD GREENMAN, *Chairman*
Vernonia
DR. ROBERT L. BENSON
Portland
E. R. BRYSON
Eugene
MISS CELIA L. GAVIN
The Dalles

MRS. THOMAS HONEYMAN
Portland
J. H. LUIHN
Portland
WALFRED SHUHOLM
Portland

53

RECEIVED
NOV 15 1935
OREGON

November 14, 1935

Mr. R. H. Baldock, State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Baldock:

Thank you for your report on the complaint of H. W. Davidson of Oregon City relative to the Molalla Bridge job.

I am forwarding a copy of your report to Mr. Dallas Dort, Division of Investigation, Washington, D. C.

Yours truly,

STATE RELIEF COMMITTEE

Elmer R Goudy

Elmer R. Goudy
Administrator

ERG IH

53

November 12, 1933.

Mr. Elmer R. Goudy
Administrator
State Relief Committee of Oregon
Spalding Building,
Portland, Oregon.

Dear Sir:

We have your letter of November first referring to a complaint concerning the Molalla River Bridge job from H. W. Davidson of Oregon City.

The Molalla River Bridge contract is a regular federal aid job and not primarily a Work Relief project. In order, however, to get on as much relief work as possible, this department specified that one hour of employment for each $7.00 of contract work should be provided to men who are on the relief rolls.

The contractor on this job has given us every cooperation, and will probably not only provide the above amount of relief roll labor, but will exceed his allotment by two or three thousand man hours.

The specifications governing this job provide that all qualified unskilled labor and such qualified labor or intermediate (semi-skilled) grade, as is locally available, shall be employed in so far as possible from lists furnished the contractor by the employment agency designated in the contract. In this particular case, the employment agency designated is the National Reemployment Office in Oregon City.

Under this contract, the contractor is at liberty to hire skilled labor from any source that he may desire.

Mr. Elmer R. Goudy, #2
November 12, 1935.

We feel that any complaint as to the utilization of relief roll labor is entirely unwarranted in the case of this contract.

Very truly yours,

R. H. Baldock
State Highway Engineer

CSP:AP

cc C. S. Paxson

REFERRED TO
Mr. Paxson
By State Highway Engineer

Please prepare a
reply for me.

'E RELIEF COMMITTEE OF OREGON
SPALDING BUILDING
PORTLAND, OREGON
E. R. GOUDY, ADMINISTRATOR

MRS. THOMAS HONEYMAN
Portland
J. H. LUBIN
Portland
WALFRED SHUHOLM
Portland

November 1, 1935

RECEIVED
NOV - 6 1935
OREGON STATE HIGHWAY C

dock
Commission

ock:

Mr. Dallas Dort, Director, Division of Investigation, Works Progress Administration, has reffered to this office for attention and report copy of a letter addressed to the Honorable Harry L. Hopkins by H. W. Davidson of Oregon City under date of September 22 which, among other things, complains about the employment of non-relief men on "the Molalla Bridge at Canby, Oregon." Mr. Dort informs me that both the Emergency Administration of Public Works and the Works Progress Administration have nothing to do with the Molalla bridge project.

I should appreciate a report in duplicate which I may forward to Mr. Dort.

Yours truly,

STATE RELIEF COMMITTEE

Elmer R Goudy
Elmer R. Goudy
Administrator

ERG:SK

Enc.

Reg fed aid

JUDD GREENMAN, *Chairman*
Vernonia
DR. ROBERT L. BENSON
Portland
E. R. BRYSON
Eugene
MISS CELIA L. GAVIN
The Dalles

STATE RELIEF COMMITTEE OF OREGON
SPALDING BUILDING
PORTLAND, OREGON

E. R. GOUDY, ADMINISTRATOR

MRS. THOMAS HONEYMAN
Portland
J. H. LUHN
Portland
WALFRED SHUHOLM
Portland

November 1, 1935

RECEIVED
NOV - 6 1935
OREGON STATE HIGHWAY C

Mr. R. H. Baldock
State Highway Commission
Salem, Oregon

Dear Mr. Baldock:

Mr. Dallas Dort, Director, Division of Investigation, Works Progress Administration, has reffered to this office for attention and report copy of a letter addressed to the Honorable Harry L. Hopkins by H. W. Davidson of Oregon City under date of September 22 which, among other things, complains about the employment of non-relief men on "the Molalla Bridge at Canby, Oregon." Mr. Dort informs me that both the Emergency Administration of Public Works and the Works Progress Administration have nothing to do with the Molalla bridge project.

I should appreciate a report in duplicate which I may forward to Mr. Dort.

Yours truly,

STATE RELIEF COMMITTEE

Elmer R Goudy
Elmer R. Goudy
Administrator

ERG:SK

Enc.

Reg fed aid

C
O
P
Y

Oregon City, Ore.
Sept. 22, 1935

Mr. Harry L Hopkins

Dear Sir:

I am working on relief and would like to call your attention to a couple of deals.

First the S.E.R.A. pay roll was stolen a couple of months ago. I happened to be in the office when the local Dept Sherrif was investigating and was told about it, then was told by the paymaster that all checks were cashed in Portland, then in 3 weeks was told by him again that some where cashed as far away as Eugene, Ore. and all but one had been cashed, and they were waiting for it to be cashed so as to catch them in the act. he also said that they knew the party a man and a woman. The case was kept quiet and never got in any of the papers and only about 12 people in Orange City have known of it. They seem to keep it so secret that it smells rotten. When I asked them about it they said it was in the hands of the G men but I doubt it. I would like advice how I could find out when No 2 the contract for the Mollalla Bridge at Canby Ore, was let for 7700 hours of relief labor, and was told by the Superintendant that after that was used up they could hire who they please and this is A P.W.A. job on Federal money for the unemployed. 7700 hours at 8 per day means 24 days work for 40 men and they figure the job to last for from 3 to 5 months. They are using all relief men on the common labor so as to use it up then they told me they could XXX hire who they please .

I would like to hear from you on both of these subjects and I remain

Respectfully

/s/ H. W. Davidson
R. 1, Bx 178a
Oregon City, Ore.

NOV - 6 1935

Molall[illegible]iver Bridge
Job #53

Admi.
Insurance
Property Damage

October 15, 1935

Captain S. L. Damon
Corps of Engineers
306 Customhouse
Portland, Oregon

Dear Sir:

In response to your communication of October 10, advise that the contractor on the Molalla River bridge is The Mountain States Construction Company, 1644 Washington Street, Eugene, Oregon.

I am attaching hereto a marked set of our Special Provisions having to do with the contractor's liability.

Very truly yours,

State Highway Engineer

RHB:HI

ADDRESS REPLY TO
THE DISTRICT ENGINEER
308 CUSTOMHOUSE

REFER TO FILE NO. ....

FORM NO. 1
WAR DEPARTMENT
OFFICE OF THE DISTRICT ENGINEER
[redacted]
FIRST PORTLAND DISTRICT
PORTLAND, OREGON

October 10, 1935.

Oregon State Highway Engineer,
Salem, Oregon.

Dear Sir:-

Reference is made to my letter of October 2, 1935 in which I reported an accident, on the night of September 25, 1935, at the site of the new bridge now being constructed across the Molalla River, near Canby, causing considerable damage to my car.

This accident was caused through the carelessness of the contractor or the parties in charge of the job and I am requesting information as to who the contractor on the job is and whether or not he is required to carry insurance against possible damage to passing vehicles in order that I may take the proper steps to recover damage from him.

Yours very truly,

S. L. Damon

S. L. Damon,
Captain, Corps of Engineers.

Canby Ore

Frank Huber makes statement that he placed 3 lanterns all three burning at end of Barricade (South End of Molalla River Bridge), placing said lanterns out in evening of Sept 25th - 1935

Frank Huber

RECEIV
OCT 1 - 1935
OREGON ST

October 7, 1935.

Mr. Baldock ✓

Oregon license number 255-600 listed in Motor Vehicle Department for S.L.DAMON Portland.

C.B.M.

---

ing license number Oregon 255-600, which I think is the same car as that mentioned by Captain Damon as there was no record of any other accident on or near the Molalla River Bridge on that date.

You will note from the report that there is some question as to the contributary negligence. In view of this fact, I thought perhaps you might want to look this report over and refer the whole metter to Mr. Devers before making any reply direct to Captain Damon.

I am also attaching statement from Mr. Frank Huber to the effect that he placed three lanterns , all three burning at the end of the south barricade on the evening of September 25. This does not check with Captain Damon's statement that no red lights were burning at the time of his accident.

As a matter of general information, I might say that we now have one watchmen at each end of the structure for 24 hours per day.

C. B. McCullough

[illegible]

cc Mr. Devers

October 5, 1935.

Mr. R. H. Baldock

I am returning the attached letter from Mr. S. L. Damon, Captain. Corps of Engineers, in regard to an accident which occurred on the night of September 25, in which he crashed into our barrier at the Molalla River Bridge near Canby.

You asked Mr. Probert to consult Mr. Devers and answer this letter, as per the notation on the bottom of same. Probert referred this to me, and I am referring it back to you, with a complete report from Mr. Joe Skelton.

Mr. Skelton's report has to do with a car bearing license number Oregon 255-600, which I think is the same car as that mentioned by Captain Damon as there was no record of any other accident on or near the Molalla River Bridge on that date.

You will note from the report that there is some question as to the contributary negligence. In view of this fact, I thought perhaps you might want to look this report over and refer the whole metter to Mr. Devers before making any reply direct to Captain Damon.

I am also attaching statement from Mr. Frank Huber to the effect that he placed three lanterns , all three burning at the end of the south barricade on the evening of September 25. This does not check with Captain Damon's statement that no red lights were burning at the time of his accident.

As a matter of general information, I might say that we now have one watchmen at each end of the structure for 24 hours per day.

C. B. McCullough

CBM:AP

cc Mr. Devers

SIONERS
LIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

C. B. McCULLOUGH
BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

Edgewater Lodge, Rte. #3,
Canby, Oregon.
October, 3, 1935

RECEIVED
OCT 4 - 1935

Mr. C. B. McCullough,
Assistant State Highway Engr.,
Salem, Oregon.

Attention Mr. E. G. Ricketts
Re: Accident Molalla River Bridge
9/25/1935 9:40 P.M.

Dear Sir:

Following your phone call of this date I made further investigation of an accident of Sept. 25, 1935 at 9:40 P.M.

On the morning of Sept. 26, 1935, I was informed of the accident but was under the impression that it was only of a minor character resulting in the breaking of a red lantern without apparent injury to the car. My informant, the book keeper, Mr. Frank Himber did not have the name of the driver or the license number of the car. At that time I advised Mr. Himber to make a report of all accidents to myself, for him to advise all flagmen to make notations of license numbers, driver's names and all circumstances relating to any accident. I further informed him that it was my responsibility to report all such accidents in full to the Salem Office.

This evening, prior to the flagman going on the evening shift at 5 P.M., he was questioned by myself and the following information was received.

At 9:40 P.M. on Sept. 25th while stationed at the north end of the bridge he observed a car coming down the south tangent at a high rate of speed. He feared that the driver was going too fast to be able to make the turn onto the detour bridge which soon proved to be the case. The driver hit the left side of the barricade and tore out about 20' of temporary fence as well as running over one of the three red lanterns as posted at the barricade. On reaching the north end of the bridge, the driver stopped his car and asked the flagman why a flagman was not posted at the south end of the bridge. The flagman informed him that it was not necessary to keep a flagman there and asked him if he had not seen the 6'x6' sign as illuminated by the electric flood light. To this question he received no answer.

The driver seemed quite disgruntled at having smashed in the radiator of his car and intimated that the matter would be heard from further.

The license number of the car was Ore-255600-1935.
There was a woman passenger in the car beside the driver.
The name of the driver was not secured.

At the time of the accident the electric flood light was on the fully illuminated 6'x6' Danger-Drive Slow-Bridge Detour sign. The barricade was fully illuminated by an electric light in addition to having three red lanterns in front of it. In spite of these facts, the driver drove down the 1500' tangent approaching these danger signals without apparently seeing any of them. Fortunately there was no flagman in front of him to have been run over.

I have no record of any other accident on or near the Molalla River Bridge excepting the one as reported to you by letter dated Oct. 2, 1935.

Yours very truly,

J. T. Skelton

J.T. Skelton, Res.Br.Engr.

noted - EM Ricketts

FORM NO. 1
WAR DEPARTMENT
OFFICE OF THE DISTRICT ENGINEER
[redacted]
FIRST PORTLAND DISTRICT
PORTLAND, OREGON

ADDRESS REPLY TO
THE DISTRICT ENGINEER
306 CUSTOMHOUSE

REFER TO FILE No. ....

October 2, 1935.

RECEIVED
OCT 4 - 1935
[illegible]

Office of State Highway Engineer,
Salem, Oregon.

Gentlemen:-

Returning from Salem via the east side Pacific Highway on the night of September 25th I crashed into a barrier at the Molalla River near Canby where a new bridge is now being constructed, causing considerable damage to my car, and narrowly escaping serious injury to myself and my wife.

There were no red lights burning at the south approach to indicate the presence of the barrier nor was a watchman present.

There were a number of white lights shining above the white barrier which rendered it invisible until almost upon it.

A red light had been burning at the base of one of the posts but this light had been knocked over possibly by another car and was laying on the ground extinguished.

Will you please advise the name of the contractor on this job and whether or not he is required to carry insurance against possible damage to passing vehicles and also what action I might take to recover damages from him.

Very respectfully,

S. L. Damon

S. L. Damon,
Captain, Corps of Engineers.

REFERRED TO
S. H. Probert
By State Highway Engineer

Please consult Devers
and answer this letter.

53

October 14, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement for the Molalla River Bridge Section, Project No. 53.

We are, likewise, sending under separate cover five blueprint copies of the plan title sheet for Project No. 53, which sheet has been revised to show the several units under which the project has been reconstructed.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department Federal Aid Project No. 53

MOLALLA RIVER BRIDGE SECTION OF THE PACIFIC HIGHWAY IN CLACKAMAS COUNTY

(Estimate as basis for modified agreement. Based on low bid prices.)

Salem, Oregon, September 25, 1935

COMPLETED FEDERAL AID WORK

Total Cost..	$ 214,758.72
Regular Federal Aid..	$ 52,841.84
Emergency Construction Funds..	$ 89,869.78
NRM Funds..	$ 13,905.67
NRS Funds..	$ 22,008.36
Length..	3.583 miles

NEW WORK

Molalla River Bridge

700	cu. yds.	Excavation	$ 2.50	$ 1,750.00
50	cu. yds.	Excavation below Plans	4.00	200.00
540	cu. yds.	Class "A" Concrete	19.00	10,260.00
400	cu. yds.	Class "D" Concrete	18.50	7,400.00
155,000	lbs.	Metal Reinforcement	0.05	7,750.00
158,000	lbs.	Structural Steel	0.07	11,060.00
1,210	lin. ft.	Concrete Handrail	4.25	5,142.50
All Required		Remove Old Bridge and Maintain Traffic		5,000.00
28	tons	Class "A" Asphaltic Concrete	9.00	252.00
14	tons	Cutback Asphaltic Concrete	9.00	126.00
			Subtotal	$ 48,940.50
			10% Engr. & Cont.	4,894.05
			Total............	$ 53,834.55

Roadway Approaches (Sta. 59+85.83 to 61+01.33)
(Sta. 67+01.125 to 67+01.71)

300	cu. yds.	Gravel Fill & Subbase Materials	$ 1.00	$ 300.00
125	cu. yds.	Portland Cement Concrete Pavement	13.00	1,625.00
200	cu. yds.	Shoulder Rock	2.00	400.00
3,000	lbs.	Metal Reinforcement (Dowels, Tie Bars, Etc.)	0.05	150.00
			Subtotal	$ 2,475.00
			10% Engr. & Cont.	247.50
			Total..........	$ 2,722.50

Length of Bridge 0.113 mile
" " Roadwork 0.060 "
Total Length 0.173 "

Cost per mile, Roadwork $ 45,375.00

SUMMARY OF FUNDS REQUESTED

Item	Total Cost	Federal Aid Funds	State Funds
Bridge	$ 53,834.55	$ 32,839.07	$ 20,995.48
Roadway	2,722.50	1,660.72	1,061.78
	$ 56,557.05	$ 34,499.79	$ 22,057.26

State Funds for Constr Chap. 175, Laws 1917; Chap. 51, Laws 1920
State Funds for Maint Chap. 41, Laws 1927

Oregon State Highway Department Federal Aid Project No. 53

MOLLALA RIVER BRIDGE SECTION OF THE PACIFIC HIGHWAY IN CLACKAMAS COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, August 21, 1935

COMPLETED FEDERAL AID WORK

Total Cost	$ 214,758.72
Regular Federal Aid	52,841.84
Emergency Construction Funds	29,869.78
NRH Funds	13,905.67
NRM Funds	22,008.36
Length	3.583 miles

NEW WORK

Mollala River Bridge

700	cu. yds.	Excavation	$ 3.00	$ 2,100.00
50	cu. yds.	Excavation below plans	5.00	250.00
540	cu. yds.	Class "A" Concrete	21.00	11,340.00
400	cu. yds.	Class "D" Concrete	21.00	8,400.00
155,000	lbs.	Metal Reinforcement	0.05	7,750.00
158,000	lbs.	Structural Steel	0.07	11,060.00
1,210	lin. ft.	Concrete Handrail	5.00	6,050.00
All Required		Remove Old Bridge and Maintain Traffic		6,000.00
28	tons	Class "A" Asphaltic Concrete	7.00	196.00
14	tons	Cutback Asphaltic Concrete	7.00	98.00
		Subtotal		$ 53,244.00
		10% Engr. & Cont.		5,324.40
		Total		$ 58,568.40

Roadway Approaches (Sta. 59+85.85 to 61+01.35)
(Sta. 67+01.15 to 69+01.71)

300	cu. yds.	Gravel Fill & Subbase Mat'ls	$ 2.00	$ 600.00
125	cu. yds.	Portland Cement Concrete Pavement	12.00	1,500.00

200	cu. yds.	Shoulder Rock	$ 3.00	$ 600.00
3,000	lbs.	Metal Reinforcement (Dowels, Tie Bars, etc.)	0.05	150.00
		Subtotal		$ 2,850.00
		10% Engr. & Cont.		285.00
		Total..........................		$ 3,135.00

Length of Bridge	0.113	mile
" " Roadwork	0.060	"
Total Length	0.173	"

Cost per mile, Roadwork $52,250.00

SUMMARY OF FUNDS REQUESTED

Item	Total Cost	Federal Aid Funds	State Funds
Bridge	$ 58,568.40	$ 35,726.72 (61%)	$ 22,841.68
Roadway	3,135.00	1,912.35 (61%)	1,222.65
	$ 61,703.40	$ 37,639.07	$ 24,064.33

53

October 8, 1935.

Mountain States Construction Co.
1644 Washington Street
Eugene, Oregon

Gentlemen:

By express we are forwarding to you a fully executed copy of contract No. 1746, awarded to you on September 5, 1935, for the construction of the Molalla River Bridge on the Pacific Highway in Clackamas County near Canby.

This copy is for your records and files.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

JM:CE

53

September 7, 1935.

Mountain States Construction Co.
Eugene, Oregon

Gentlemen:

This letter is to inform you that the State Highway Commission has approved and accepted your proposal submitted on September 5, amounting to $51,415.80, for remodeling and widening the bridge over the Molalla River on the Pacific Highway near Canby in Clackamas County, which proposal was the lowest of those submitted to the Commission on that date for such work.

This letter is your authority and our request for you to commence construction operations immediately.

You are also requested to immediately notify the U. S. Reemployment Service of the approximate time that you will commence construction operations and the number and classification of laborers needed for such work.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

HBG:CE
cc - Bridge Dept.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO.________

POST OFFICE BUILDING
PORTLAND, OREGON

September 5, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence in award of contract, as of this date, for Oregon Federal Aid Project No. 53, Molalla River Bridge construction on the Pacific Highway near Canby, to the Mountain States Construction Co., Eugene, Oregon, who submitted the low bid.

Very truly yours,

W. H. LYNCH
District Engineer

By F.E. Andrews
F. E. Andrews
Sr. Highway Engineer

c im

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREGON

August 21, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The P.S.& E. documents for Oregon Federal Aid Project No. 53, the Molalla River Bridge section of the Pacific Highway, have today been recommended for approval. This is your authority for advertising for bids. Our recommendation is subject to further review and approval by the Chief Engineer, and that any revisions required by him will be made.

Will you please submit revised title sheets showing the various sections constructed on this project.

Prompt submission of the bid tabulation and the project agreement estimate will be appreciated.

Very truly yours,

W H Lynch
W. H. LYNCH
District Engineer

#53

September 11, 1934

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to correspondence relative to final vouchers for Oregon Emergency Construction Highway projects Nos. E-7, E-53 and E-132-B, and particularly to our letter of August 16, 1934, relative to overruns and underruns.

It is very desirable that these final vouchers be forwarded for payment, and it is again requested that this information be submitted at an early date.

Very truly yours,

W. H. LYNCH
District Engineer

By

L. J. Caufield
Highway Engineer

#53

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREG.

August 16, 1934

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Attention: Mr. Nash

Reference is made to your letter of June 26, 1934.

The final vouchers for Emergency Construction Projects Nos. E-7, E-53 and E-138-B are being held in this office, pending receipt of explanations for overruns and underruns. We will appreciate your submitting these explanations as soon as possible.

Very truly yours,

W. H. LYNCH
District Engineer

STENCIL NO. 124

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREG.

IN YOUR REPLY PLEASE
REFER TO FILE No. Ore. NRH & NRM 53

May 10, 1934

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith for your files an executed copy each of the ____________ project agreement and certificate for the above numbered ~~Federal Aid~~ project.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Canfield
Highway Engineer

Encl.

Hwy 19073

Form P. R. 2
State Oregon
U.S.Public Works Project No. NRH-53.

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

UNITED STATES DEPARTMENT OF AGRICULTURE

WASHINGTON
GOVERNMENT PRINTING OFFICE
1931

8—5518

Form P. R. 2

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 16th day of April, 1934

by and between the Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto; particularly the National Industrial Recovery Act (Public No. 67, 73rd Congress), approved June 16, 1933:

Whereas the Highway Department of said State submitted on the 23rd day of June, 1921, a project statement, which was approved by the Secretary on the 13th day of September, 1921, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for [illegible] said project which were recommended for approval by the United States District Engineer on the 12th day of December, 1933; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of

fourteen thousand, four hundred eighty-four and 58/100

dollars ($14,484.58) as the share of the United States payable under said act on account of S[illegible] said project, which is [illegible] the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

8—5518

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State **under provisions of the National Industrial Recovery Act.**
(Include amount, date, and citation of act of legislature by which authorized)

(*b*) From other sources
(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 28+72.4 a point on Railroad Avenue at the north line of Wood Street in the town of Canby and survey station 61+25.1 at the east end of the bridge across Molalla River, in the NE¼ of Section 5, T 4 S, R 1 E, W.M., (excepting therefrom those portions of the road between survey stations 32+70 and 35+90 and between survey stations 37+28 and 45+90 which are included in Oregon NRM-53, length 0.295 of a miles/ in Clackamas County, being ~~Sxxxxxxxxxxxxxxxxx~~ Oregon U.S.Public Works project No. NRM-53, consisting of 0.295 of a mile/ of roadway and no bridges, ~~xxxx~~of more than 20 feet clear span, ~~xxxxxxxxxxxxxxxx~~ known locally as the Canby-Molalla River Section of the Pacific Highway.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

8—5518

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of ~~Section~~ of said project shall not in any event exceed the sum of fourteen thousand, four hundred eighty-four and 58/100 dollars ($14,484.58), certified to the Secretary of the Treasury as above mentioned, which ~~does not exceed the authorized Federal pro rata share of~~

~~dollars ($~~ is), the approved total estimated cost of ~~Section~~ of said project.

PAYMENTS

Article V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to the State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

~~In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.~~

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

Article VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 41, Laws of 1927 and Chap. 248, Laws of 1931. (Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the 2 day of May, 1934

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Leslie Scott
Chairman, State Highway Commission
(Title of officer)

By E B Aldrich
Member, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

Secretary of Agriculture
~~Secretary of Agriculture.~~

U S GOVERNMENT PRINTING OFFICE: 1932 8—5518

By P. St. J. Wilson
Acting Chief, Bureau of Public Roads

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

The Secretary of the Treasury, and

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as U.S. Public Works Project No. [illegible]-53. State of Oregon

Second. That in accordance with said provisions I have approved the sum of $14,4[illegible].55 as the total estimated cost of said project, and the sum of $14,4[illegible].55 as the share of the United States, payable under said acts on account of such project, which is the ~~does not exceed the authorized Federal pro rata share of said~~ total estimated cost.

Done at the city of Washington, this 2 day of May one thousand nine hundred and thirty-four

Secretary of Agriculture
~~[illegible]~~

ment Printing Office: 1931 8—4829

By
Acting Chief, Bureau of Public Roads

Agr 19074

Form P. R. 2

State Oregon

U.S.Public Works Project No. [illegible]-53.

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

UNITED STATES DEPARTMENT OF AGRICULTURE

RECEIVED
MAY 1 193
COMMISSION

WASHINGTON
GOVERNMENT PRINTING OFFICE
1931

8—5518

Form P. R. 2

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 16th day of April, 1934

by and between the Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto; particularly the National Industrial Recovery Act (Public No. 67, 73rd Congress), approved June 16, 1933:

Whereas the Highway Department of said State submitted on the 23rd day of June, 1921, a project statement, which was approved by the Secretary on the 13th day of September, 1921, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for ~~Section of~~ said project which were recommended for approval by the United States District Engineer on the 12th day of December, 1933; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of twenty-three thousand, eight hundred thirty-five and 02/100 dollars ($23,835.02) as the share of the United States payable under said act on account of ~~Section of~~ said project, which is ~~does not exceed the authorized Federal proportion of~~ the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

8—5518

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State under provisions of the National Industrial Recovery Act.
(Include amount, date, and citation of act of legislature by which authorized)

(*b*) From other sources
(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 5+72.8 near the intersection of Railroad Avenue and N Street and survey station 45+90 a point in the NE¼ of Section 5, T 4 S, R 1 E, W.M., all in the town of Canby (excepting therefrom those portions of the road between stations 28+72.4 and 32+70, and between stations 35+90 and 37+25, which are included in Oregon NRM-53), length 0.716 of a mile~~s~~ in Clackamas County, being ~~Section~~ of Oregon U.S.Public Works project No. NRM-53, consisting of 0.716 of a mile~~s~~ of roadway and no bridges, ~~each~~ of more than 20 feet clear span, ~~of miles in length~~ known locally as the Canby-Molalla River Section of the Pacific Highway.

8—5518

APR 17 1934

ROADS
APR 9 1934

CHARACTER AND METHOD OF CONSTRUCTION

Article III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

8—5518

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of [redacted] said project shall not in any event exceed the sum of twenty-three thousand, eight hundred thirty-five and 02/100 dollars ($ 23,835.02), certified to the Secretary of the Treasury as above mentioned, which [redacted]

[redacted] 1s [redacted], the approved total estimated cost of [redacted] said project.

PAYMENTS

Article V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to

the State Treasurer
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon
(Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

~~In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.~~

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

Article VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 41, Laws of 1927 and Chap. 248, Laws of 1931.
(Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. **112.**

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the 2 day of May, 1934

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Leslie Scott

Chairman, State Highway Commission
(Title of officer)

By E B Aldrich

Member, State Highway Commission
(Title of officer)

By

Member, State Highway Commission
(Title of officer)

By

(Title of officer)

By

(Title of officer)

Secretary of Agriculture
~~Secretary of Agriculture~~

U S GOVERNMENT PRINTING OFFICE: 1931 8—5518

By B G Wilson
Acting Chief, Bureau of Public Roads

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

The Secretary of the Treasury, and

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as U.S.Public Works Project No. NRM-53; State of Oregon

Second. That in accordance with said provisions I have approved the sum of $ 23,835.02 as the total estimated cost of said project, and the sum of $ 23,835.02 as the share of the United States, payable under said acts on account of such project, which is the ~~[illegible]~~ total estimated cost.

Done at the city of Washington, this 2 day of May one thousand nine hundred and thirty-four

Secretary of Agriculture
~~[illegible]~~

U. S. GOVERNMENT PRINTING OFFICE: 1931 8—4829

By
Acting Chief, Bureau of Public Roads

CONTRACT#1747,

175-A Bridge over Ochoco Creek 1935
Sidewalks

1747

PR175-A

CLERK OF CROOK COUNTY
NORA F. STEARNS
PRINEVILLE, OREGON

RECEIVED
FEB 7 - 1938
OREGON
STATE HIGHWAY COMMISSION

February 4th, 1938

Oregon State Highway Commission,
Salem, Oregon.

Dear Sirs:

I find where Crook County received payment in the amount of $86.17 for use of County Machinery on Highway. This amount was received from Jules Ringsmeyer, Jan.11, 1936.

Also, on February 19, 1936, the amount of $95.00 was received from Grace Ringsmeyer, for rent on County Patrol.

Trusting these are the amounts desired, I am

Yours very truly,
Nora F. Stearns
County Clerk.

86.17
95.00
181.17 ✓

MAINTENANCE ENGINEER
OFFICE OF
FEB 7 - 1938
RECEIVED

NOTED
2-9-38
R. V. Hollenbeck

PR175-A

February 1, 1938

Nora F. Stearns
County Clerk, Crook County
Prineville, Oregon

Dear Madam:

In making final settlement with Mr. Chas. H. Leonard for work performed under Contract 1747, on the Prineville-Ochoco Dam section of the Ochoco Highway, it is necessary for us to know the amount of rental paid to the Crook County Court by Mr. Leonard, for the use of a motor grader for performance of work under that contract.

The information we desire is the total payment, to the county court, involving the use of the moter grader, and the segregation of this payment to show the total amount paid for rental and the amount paid for repairs, etc., and in addition the inclusive dates over which the grader was rented and the rate per day.

We will greatly appreciate any information with which you are able to supply us.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by M. H. Milner/GS

FRED H. SLATE
Multnomah, Ore.

SKILL, INTEGRITY RESPONSIBILITY

CHAS. H. LEONARD
Albany, Oregon

LEONARD & SLATE
GENERAL CONTRACTORS
MULTNOMAH, OREGON

Please reply to temporary address

PR175-A

January 29, 1938

Oregon State Highway Commission
Salem
Oregon

Attention Mr. S. H. Probert

Dear Sirs:

In answer to your letter of January 25 relative to rental of County Equipment under Contract No. 1747:

According to our records the Crook County Motor Grader was only used by us 28 days as follows:

December 11, 1935	January 9, 1936		Feb. 1
" 12	" 10		" 3
" 13	" 11		4
" 14	" 18		5
" 16	" 27	1/2 da	6
" 17	" 28		7
" 18	" 29	1/2 da	11
" 19	" 30		12
" 27	" 31		13
			14
			15

for which we paid $5.00 per day, making a total of $140.00.

We have no record of any other time for said Motor Patrol, or any other payments to Crook County for same. Except, however, $41.17 for an axle shaft that we do not believe should be included as a rental item. Therefore your statement in the amount of $315.00 can not be reconciled with our records.

We are enclosing our check #00803 in the amount of $140.00 in payment for above.

To Holtenberg
2-10-38

Yours truly,

Chas. H. Leonard
CHAS. H. LEONARD

140.00
41.17 ✓
181.17

File with Leonard's reply

RECEIVED
FEB 23 1938
FOR FILING

175-a

January 25, 1938

Mr. Chas. H. Leonard
Multnomah, Oregon

Dear Sir:

It was recently brought to our attention, through the U. S. Bureau of Public Roads, that a motor grader was rented from the County for performance of work under Contract No. 1747, the Prineville-Ochoco Dam project.

Reference is made to page 11 of the special provisions (blue sheets), included with your contract, which reads as follows:

> "Renting of Equipment from Counties or Cities Not Permitted
>
> As federal regulations do not permit use of federal funds in payment of rentals on equipment owned by a state, a county or a municipality, the contractor shall, if he rents any equipment from a state, a county or a municipality, and uses the same on the work to be done under this contract, pay to the State Highway Commission an amount equal to the amount paid as rental to the state, county and/or municipality owning the equipment."

We are enclosing herewith our bill in the amount of $315.00, based upon, and payable in accordance with the above provisions.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by M. H. Milner/GS
Encl.

cc Mr. W. E. Chandler
Mr. C. C. Slavens

FORM 2-8-1 1500 7-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF WM. E. CHANDLER, DIVISION ENGINEER
BEND, OREGON

RECEIVED
MAR 1 1937
FOR FILING

February 25th
1937

IN REPLY PLEASE
REFER TO FILE NO.

NOTED

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Attention: Mr. H. G. Smith

Dear Sir:

I am enclosing herewith copy of a communication received from Resident Engineer, A. A. Fossen, regarding the 1" = 100' hard copy map of the Prineville-Ochoco Dam Section, Ochoco Highway, part two, which includes that portion of the highway from Station B 8+50 to Station B 60+80 covering the Chas. H. Leonard contract, Prefix 7-110[illegible].

Should this map be in your files and you wish to have it brought up to date showing all changes made during, and after, construction please forward same to this office.

Very truly yours,

WM. E. CHANDLER
DIVISION ENGINEER

By:
R. M. Smith

RMS:f

CC-Mr. R. H. Baldock ✓
Mr. A. A. Fossen

FORM 5-A-1 [illegible] 10-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

RECEIVED
FEB 15 1937
FOR FILING

February 12, 1937

IN REPLY PLEASE
REFER TO FILE NO.

175-a

Mr. Wm. E. Chandler,
Division Engineer,
Bend, Ore.

Dear Sir:

No map of the constructed line of the Prineville-Ochoco Dam Section of the Ochoco Highway was submitted with the final records. The detail map of the located line is being returned to your office herewith. Please show in colored ink all changes made on construction, such as removal or rebuilding of fences, new positions of garages, barns and other buildings, and position of flume if changed. This map will then be returned to this office and filed as the final construction map. The position of the job not covered by this map should be shown on final records and map of the Ochoco Dam Section.

Yours very truly,

R. H. BALLOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

NOTED
State Highway Engineer

Dictated by
H. W. Libby
H.

CC to
R.H. Baldock

175-a

RH BALDOCK

Dec. 23, 1936

RECEIVED
DEC 29 1936
FOR FILING

COST ANALYSIS FINAL REPORT

Ochoco Highway, Prineville-Ochoco Dam Section, Regrading, Surfacing and Oiling
Contract 1747, Prefix 7-1101

Chas. H. Leonard, Contractor
C. C. Slavens, Resident Engineer

NOTED

Item	Cost	Quantity		Unit Cost	Unit Bid	Gross Revenue
Clearing & Grubbing	326.85	100%				800.00
Trench Excavation	1,990.00	4,325.7	cu. yd.	0.46	0.75	3,244.28
Excavation, Single Class	12,317.90	37,327.4	cu. yd.	0.33	0.24	8,958.58
Overhaul	838.50	27,949.6	yd. sta.	0.03	0.02	558.99
Truck Haul	1,481.05	8,223.2	yd. mi.	0.18	0.20	1,645.64
Finishing Roadbed & Slopes	2,592.24	5.5	miles	471.31	200.00	1,100.00
Rounding Cut Banks	130.45	3,259	lin. ft.	0.04	0.10	325.90
12" Corr. Iron Pipe	939.60	734	lin. ft.	1.28	1.25	917.50
18" " " "	298.50	154	lin. ft.	1.94	1.75	269.50
24" " " "	93.05	30	lin. ft.	3.10	3.00	90.00
36" " " "	42.50	10	lin. ft.	4.25	6.00	60.00
18" " " Siphon Pipe	351.30	138	lin. ft.	2.54	2.25	310.50
18" Concrete Pipe	420.16	210	lin. ft.	2.00	2.50	525.00
24" " "	145.77	45	lin. ft.	3.24	3.00	135.00
Salvaging 12" & 18" Pipe	176.20	367	lin. ft.	0.48	1.00	367.00
" 24" & 36" Pipe	62.65	46	lin. ft.	1.36	2.00	92.00
Class "A" Concrete	280.95	10.48	cu. yd.	26.80	50.00	514.40
Gravel Topping	9,480.00	41,212	cu. yd.	0.23	0.20	8,242.40
Gravel Surfacing	3,271.20	5,640	cu. yd.	0.58	0.30	1,692.00
Haul Topping & Surfacing	7,683.50	48,022.5	yd. mi.	0.16	0.14	6,723.15
Rock Footpath	605.00	250	cu. yd.	2.42	2.00	500.00
Filler	527.00	1,647	cu. yd.	0.32	0.20	329.40
Hauling Filler	433.45	2,407.5	y.d mi.	0.18	0.15	361.13
Sprinkling	330.75	245	M-Gal.	1.35	1.00	245.00

RECEIVED
Ochoco H'dqrs.

Item	Cost	Quantity	Unit Cost	Unit Bid	Gross Revenue
Min. Agg. in Place	9,170.60	3,595.5 cu. yds.	2.55	3.00	$10,786.50
No. 3 Road Oil in Place	5,495.50	225.18 Tons	24.41	30.00	6,755.40
Cutback in Seal Coat	1,708.15	63.545 Tons	26.90	32.00	2,033.44
1¼" - 3/4" Cr. Gravel in S.P.	688.65	538 Cu. Yds.	1.28	1.70	914.60
3/4" - ½" " " " " "	2,215.42	1,730.8 cu. yds.	1.28	1.70	2,942.36
½" - ¼" " " " " "	1,885.18	1,472.8 cu. yds.	1.28	1.70	2,503.76
Hauling Screen Rejections	267.20	1,670.1 cu. yds.	0.16	0.10	167.01
¼" - 0" Screen Rejections	351.40	1,405.6 cu. yds.	0.25	0.25	351.40
PA #1, 30" Corr. Iron Pipe	144.90	42 lin. ft.	3.45	4.15	174.30
PA #2, 12" Coupling Bands	4.88	4 each	1.22	1.36	5.44
PA #2, 18" " "	4.16	2 each	2.08	1.98	3.96
PA #3, Cutback, Binder Course	1,743.20	64.817 Tons	26.90	32.00	2,074.14
PA #4, No. 3 Road Oil in Bbls.	233.70	11.40 Tons	20.50	20.70	235.98
PA #4, Cutback in Bbls.	23.00	1 Ton	23.00	23.20	23.20
Force Account	220.84				220.84
Hauling Adjustment in Stockpile Materials, Deduct		638.3 Yd. Mi.		0.14	89.36
Sub-Total	$ 68,975.35				$ 66,910.34
Screened Rock Sold in Prineville	1,075.00				1,075.00
	$ 70,050.35				$ 67,985.34

Total Cost	$70,050.35
Gross Revenue	67,985.34
Net Loss	2,065.01

Net Loss Equals 3% of Gross Revenue

COST ANALYSIS FINAL REPORT

Contract 1747, Prefix 7-1101

DETAIL OF COST

Labor:

Labor (Leonard's crew)	$18,750.19	
Labor (Hardesty, crushing rock)	3,931.63	
Labor (Babler, oiling)	2,825.66	
State Industrial Accident Insurance 3%	764.36	
Unemployment Insurance	254.79	
		$26,526.63

Material:

12" Corr. Iron Pipe	734 lin. ft. at 0.98	719.32	
12" " " " Bands	30 each at 1.22	36.60	
18" " " "	154 lin. ft. at 1.40	215.60	
18" " " " "	8 each at 2.08	16.64	
24" " " "	30 lin. ft. at 2.20	66.00	
24" " " " "	1 each at 2.60	2.60	
30" " " "	42 lin. ft. at 2.55	107.10	
30" " " " "	1 each at 3.05	3.05	
36" " " "	10 lin. ft. at 2.76	27.60	
36" " " " "	1 each at 3.53	3.53	
18" " Siphon	138 lin. ft. at 1.78	245.64	
18" " " Bands	6 each at 2.08	12.48	
18" Concrete Pipe	210 lin. ft. at 1.47	308.70	
24" " "	45 lin. ft. at 2.45	110.25	
Mixed Concrete (From Lillebo)		123.12	
No. 3 Road Oil inc. freight	236.58 Tons at 17.50	4,140.15	
Cutback " "	129.~~263~~ .363 Tons at 20.00	2,587.26	
			8,725.64

Equipment Rental, Supplies & Miscellaneous:

Equipment Rental	21,800.80	
Gas, Oil & Grease	5,635.00	
Hired Trucks	1,204.75	
Hired Teams	864.73	
Small Tools, Supplies & Misc.	1,718.70	
Freight & Cartage Move In and Out	1,565.00	
Bond	669.10	
General Overhead	1,340.00	
		34,798.08

COST GRAND TOTAL	$ 70,050.35

[illegible] ANALYSIS FINAL REPORT
Contract 1747

REMARKS:

This contract was bid and awarded Sept. 5, 1935. Work was started Oct. 2, 1935 and was finished June 24, 1936. Good winter weather made it possible to operate throughout the winter with exception of three short periods when snow, rain and mud made it necessary to close down. Everything except crushing and oiling was done by April. Rain delayed and increased cost of oiling, which was done during May and June.

The unit cost of trench excavation is low because most of trench excavation was in the construction of irrigation ditches and was done with teams and fresnoes.

The excavation work consisted of widening and straightening the old road bed. The ditch lines were set back about ten feet. Most of the section was through flat country and the material was common and easy to handle. Two 70 h.p. cats with rear end dosers were used to dig the ditches and to drift the excavation material in place on the grade. Teams and hand labor were used to trim and slope ditch lines. A 1 cu. yd. shovel and 5-1½ ton trucks were used to excavate the material that was hauled over 800 feet. If an elevating grader and carryall scrapers had been used instead of the equipment that was used the cost could have been reduced about 60%.

The gravel topping was pit run gravel obtained from two gravel pits located along the job. The overburden varying in depth from two to eight feet was removed with a bulldoser. The topping was loaded with a 1 cu. yd. shovel and hauled in 1½ ton trucks. There were several delays caused by not having the roadbed in shape for topping. Also the hauling roads were not kept in condition and trucks were continually breaking down.

The crushing plant was set up on a gravel bar in the river near the center of the job by Hardesty who did the crushing. The gravel in the bar ran about 50% 1¼" - 0 which was screened and used for surfacing or was sold off the job. About 10% ran from 2" - 1¼" and was wasted or sold off the job. About 40% ran from 2" - 8" and was crushed for mineral aggregate. The crusher was erected poorly. Frequent breakdowns and lack of power slowed up production and prolonged crushing operations which increased cost. The crusher averaged about 10 cu. yds. per hr. when operating and operated about 60% of the shift time. The 1¼" - 0 surfacing material lacked filler and considerable expense was incurred in maintaining until surfacing was bound with cutback.

The oiling was done by Babler Bros., sub-contractors. Oiling was started May 26th and was not finished until June 19th due to rainy weather. The delay increased the cost of oiling but the sub-contractors made a profit of about $2750.00 on their sub-contract.

This job was bid low and shows a small loss but with proper management should have paid a small profit.

E. H. Clymer
Cost Analyst

#1747
x

175-a

August 26, 1936

Great American Indemnity Company,
Harvey Wells Insurance Agency, Agents,
Failing Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 1747 for the construction of the Prineville-Ochoco Dam Section of the Ochoco Highway in Crook County has been completed by the contractor, Chas. H. Leonard, and that final settlement will be made by the State with said contractor for work done under said contract on or after September 5, 1936.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debtam dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractor in connection with this contract will be $86,910.34, including the final payment. Of this amount $220.84 was for force account work.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary.

Dict. by J. McFarland.

FORM 9-A-1 [illegible]

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

X

175-a

OREGON STATE HIGHWAY COMMISSION

SALEM

IN REPLY PLEASE
REFER TO FILE NO.

August 13th, 1938

Mr. C. C. Slavens
Resident Engineer
State Highway Dept.
Bend, Oregon

Dear Sir:

No constructed line map was submitted with the Prineville-Ochoco Dam final records.

If any change in alignment was made during construction, it will be necessary to submit a map showing these changes. However, a map will not be necessary if no changes were made. Please advise.

Very truly yours,

R. H. BALDOCK
STATE HIGHWAY ENGINEER

By

H. G. Smith
Construction Engineer

Dictated by
Chas. E. Low
H

cc to: R. H. Baldock ✓
W. E. Chandler

NOTED

175-a

#1747

August 6, 1936

Great American Indemnity Company,
Harvey ells Insurance Agency, Agents,
Failing Building,
Portland, Oregon.

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to Chas. H. Leonard on Contract No. 1747 - Prineville-Ochoco Dam Section of the Ochoco Highway in Crook County. This payment will be made on or after August 15, 1936.

Kindly acknowledge receipt of this letter.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary.

Dict. by J. McFarland.

175-a

July 20, 1936

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Reference is made to your letter of July 16, 1936 concerning the agreement estimate for Federal Aid Project No. 175-A.

The bituminous cement specified in the special provisions and listed in the bid items of the contract is "No. 3 Road Oil" instead of "Asphalt" which erroneously appears in the agreement estimate. Accordingly, it has occurred to us that revised copies of the estimate will not be necessary and that the copies which you now have may be corrected to conform with the contract items.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

175-a

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.________

POST OFFICE BUILDING
PORTLAND, OREGON

July 16, 1936

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to intermediate voucher for Oregon 175-A covering period from May 16 to June 15, 1936, submitted in amount of $5,033.05.

Originally asphalt was to be used in this project, and the project agreement estimate includes this item. When construction got under way, it was decided to substitute road oil.

If you wish to claim reimbursement for the road oil on intermediate vouchers, it will be necessary to submit a substitute estimate for the purpose of auditing vouchers.

To avoid delay in action on the present voucher, we are disallowing the item of $1,776.00 for 59.2 tons of No. 3 road oil. For the roadway section the total amount earned is thus reduced to $41,562.14, the total claim to $23,352.90, and the net claim to $3,766.69. The voucher is being recommended for payment in the reduced amount of $3,949.69.

Very truly yours,

WHLynch
W. H. LYNCH
District Engineer

5033.05
3949.69
1,083.36

RECEIVED
JUL 18 1936

J 25

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREGON

No. 8

July 1, 1936

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Final inspection of Oregon FAP 175-A, Prineville-Ochoco Dam Section, Ochoco Highway, Crook County, was made by a representative of this office on June 26, 1936. Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L Caufield
L. J. Caufield
Highway Engineer

Fron

175-a

June 23, 1936

Mr. J. H. Barnet
c/o Harvey Wells Insurance Agency
412 Failing Building
Portland, Oregon

Dear Sir:

Reference is made to your inquiry of this date by telephone, concerning the Chas. H. Leonard Contract No. 1747, Prineville-Ochoco Dam Section in Crook County.

You are advised that the total amount earned on this contract is $56,521.72; the retained percentage is $5,364.45. Current estimate No. 8, for work performed to June 10, is $15,142.67.

The voucher covering this estimate is out to the Highway Commission for signature at the present time and it is expected that payment will be made by the early part of next week.

This contract was approximately 79% complete on June 10.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

JM:CE

R. L. Houck - Cont. #1828 - Pringle Creek-Taylor Creek Section

Total Earned $38,003.43 - Retained percentage is $5,700.51 -

Current Est, is No. 3 amount $16,017.77 for work performed to June 15th - Will probably be mailed to the contractor to nite for signature. This contract is approximately 39% complete.

Jacobsen-Jensen -

Cont. 1853 - 162nd Ave-Gresham Road - No payments have been made to date -

Cont. #1824 - Gilsan St.-Foster Road Section - No payments have been made to date.

Cont. #1804 - 122nd Ave.-Troutdale Section -

Total earned is $20,749.30 - Retained is $3,112.40 - Current Est. #2 - for work performed to June 15th - $12,632.10 is out to the Commission - Contract is approximately 31% complete.

Cont. #1774 - Turkey Hill Section - Total earned is $63,359.47 - Retained is $8,947.20 - Current estimate is #7 for work performed to June 15th - amt. $5,853.95 - is now out to the Commission for sig, Contract is approximately 95% complete -

Chas. H. Leonard - Cont. #1754 - Brooks-Jordan Creek Section -

Total amount earned is $142,114.54 - Retained is $14,892.00 -
Current estimate is No. 9 for work performed to June 15th is amt. $12,437.04 - is out to Commissio

This contract is approximately 72% complete

#1747 - Prineville - Ochoco Dam

E. $56,521.72 79%
Ret. $5,364.45
Cur. Est. # 8 - $1,5142.67
out to Comm.

J. H. Barnett ex 7305 —
4:30 pm

Roy Houck —
18,873.85 — now due
2,873 ext 90
90 days

Jacobsen Jensen
same information —
amount due + 90 days

Chas [illegible] &
Wilson [illegible]
90 days etc

Hauck - #[illegible]28 - Pringle [illegible]eek - Taylor Creek.
To June 15th
Earned - $38,003.43
Retained - $5,700.51
Paid - $32,302.92 Est. #3 June 15 - $16,017.77
[illegible]

Jacobson - Jensen Co. -
#1853 - 162nd ave. [illegible] Road -
~~Earned -~~
~~Retained -~~ No Payments to date.
~~Paid -~~

#1827 - Jackson St. Foster Road

No Payments to date.

#1804 - 122nd ave - Troutdale -
Earned - $20,749.30
Rtd. $3,112.40
Paid. $17,636.90 Est. #2 - June 15 - $12,632.76
[illegible]

#1774 - Turkey Hill
Earned - $63,359.47
Rtd. - $8,947.20
Paid - $54,412.27 Est. #7 - June 15 - $5,853.95

Chas. Leonard
#1754 - Brooks - Jordan Creek -
Earned $142,114.54
Rtd. $14,892.00
Paid $127,222.54
Est. # 9 - $12,437.04 to June 15th

Form 188—5M—11-35

175-a

ON STATE HIGHWAY COMMISSIO

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending June 13, 1936

Section Prineville-Ochoco Dam

Kind of work Grading, surfacing, and oiling

Highway Ochoco

Section prefix 7-1101

Contractor Chas. H. Leonard

Contract number 1747

Date of contract Sept. 5, 1935

Date of completion Aug. 31, 1936

Date work started Oct. 2, 1935

Estimated date of completion July 1, 1936

Amount of contract $ 71,526.00

Per cent of time elapsed 80.0 %

Estimated cost of completed project, exclusive of engineering $ 71,526.00

Per cent of contract completed, based on total contract price 88.0 %

Engineering cost to date, $ 5500.00, 8.6 %

Date project was completed ......, 193...

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Considerable progress made this week as the weather settled and allowed the oiling crew to work. At this week end the oiling will be completed except for thefinal seal. The rock for maintainance purposes should be completed not later than Tuesday June 16. Building up shoulders, clean up work, etc., should be completed in 10 days or so.

Status of final records:

Material books ---checked and finaled up to the present.

X-sections--- figured and checked and plotted.

Mass diagram completed.

Profile-- 75% completed in pencil.

Stock pile records--no measuring for final records made.

W. H. Dalrymple, material inspector, transferred o The Dalles on Thurs. June 11.

A. A. Fosson, transitman, transferred to Gap ranch, Sat. Jjne 13.

Signed

Address Bend, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	[illegible]ENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	5.5	5.5		5.5	
Miles partially completed				5.5	
Miles completed	5.5	5.5		0	
Total estimated quantities	94720	10650	4000	288 tons 3800 c. y.	
Estimated quantities moved or placed to date	83000	6700	3700	284 tons 2800 c. y.	
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day		1	3	2	
Hours per shift		7	7	6	
Average force on project for week		3	25	37	

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM						
	Surfacing and Maintainance Oiling crew						
	COUNTY Crook	COUNTY Deschutes	COUNTY Crook	COUNTY	OTHER SOURCES	CONTRACTOR'S KEY MEN, ETC.	TOTAL
Men	10	1	8		4	8	31
Men and teams	0				0		0
Men and trucks under 3 tons	6				6		12
Men and trucks over 3 tons	7				12		19
Men and tractors	0						

Equipment used during week: Shovels 2, Power graders 3, Rollers 2, Mixers ...., Crushing or screening plants 1,

Compressors ...., Bull Dozers ...., Sheet-foot rollers .... Oil distributor 1 tenders 4, retort 1

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	rain		No oiling
Monday	fair		" "
Tuesday	"		Oiling
Wednesday	"		"
Thursday	"		"
Friday	fair and rain		"
Saturday	cloudy		"

RH BALDOCK ✓

May 9, 1935

COST ANALYSIS TO MAY 2nd, 1936

175-a

Ochoco Hwy., Prineville-Ochoco Dam, Regrading, Surfacing & Oiling
Contract 1747, Prefix 7-1101

Chas. H. Leonard, Contractor
C. C. Slavens, Resident Engineer

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Overhaul	675.00	22,500 Yd. Sta.	0.03	0.02	450.00
Truck Haul	1,292.80	8,080 Yd. Mi.	0.16	0.20	1,616.00
Finishing Roadbed & Slopes	2,592.24	5.5 Miles	471.31	200.00	1,100.00
Rounding Cut Banks	130.45	3,259 Lin. Ft.	0.04	0.10	325.90
12" Corr. Iron Pipe	939.60	734 Lin. Ft.	1.28	1.25	917.50
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Salvaging 12" & 18" Pipe	176.20	367 Lin. Ft.	0.48	1.00	367.00
" 24" & 36" "	62.65	46 Lin. Ft.	1.36	2.00	92.00
Class "A" Concrete	280.95	10.48 Cu. Yd.	26.80	30.00	314.40
Gravel Topping	7,998.73	41,105 Cu. Yd.	0.194	0.20	8,221.00
Gravel Surfacing	1,668.77	3,500 Cu. Yd.	0.477	0.30	1,050.00
Hauling Topping & Surfacing	6,780.53	45,142.5 Yd. Mi.	0.15	0.14	6,319.00
Filler	90.65	350 Cu. Yd.	0.26	0.20	70.00
Hauling Filler	45.30	400 Yd. Mi.	0.11	0.15	60.00
Sprinkling	134.20	110 M-Gal.	1.22	1.00	110.00

ITEM	Cost	Quantity	Unit Cost	Unit Bid	Gross Revenue
1½"-3/4" Crushed Rock in Stockpile	456.00	400 Cu. Yd.	1.14	1.70	680.00
3/4"-½" " " " "	1,596.00	1,400 Cu. Yd.	1.14	1.70	2,380.00
½"-¼" " " " "	1,254.00	1,100 Cu. Yd.	1.14	1.70	1,870.00
30" Corr. Iron Pipe P.A. #1	144.95	42 L.F.	3.45	4.15	174.30
Force Account 1,2,3 & 4	150.61				144.52
	$ 41,539.23				$ 40,636.12

Total Cost	$ 41,539.23
Gross Revenue	40,636.12
Net Loss	903.11

LOSS
~~Gross~~ Equals 2.2% of Gross Revenue

May 20, 1936.

COST ANALYSIS TO MAY 2, 1936

Contract 1747, Prefix 7-1101

DETAIL COST

Labor:

Supervision (Superintendent)		$ 1,225.00	
Labor		14,096.77	
Labor (Hardesty crushing & stockpiling)		1,686.91	
State Industrial Accident Insurance		528.21	
			$ 17,536.89

Material:

12" Corr. Iron Pipe	734 L.F. at 0.98	719.32	
12" " " " Bands	27 Each at 1.22	32.94	
18" " " "	154 L.F. at 1.40	215.60	
18" " " " "	6 Each at 2.08	12.48	
24" " " "	30 L.F. at 2.20	66.00	
24" " " " "	1 Each at 2.60	2.60	
36" " " "	10 L.F. at 2.76	27.60	
36" " " " "	1 Each at 3.53	3.53	
18" " " Siphon Pipe	138 L.F. at 1.78	245.64	
18" " " " " Bands	6 Each at 2.08	12.48	
18" Concrete Pipe	210 L.F. at 1.47	308.70	
24" " "	45 L.F. at 2.45	110.25	
Mixed Concrete (From Lillebo)		123.12	
30" Corr. Iron Pipe	42 L.F. at 2.55	107.10	
30" " " " Bands	1 Each at 3.05	3.05	
			1,990.41

Equipment Rental, Supplies and Miscellaneous:

Equipment Rental	13,017.12	
Gas, Oil & Grease	4,322.70	
Hired Trucks	1,204.77	
Hired Teams	710.48	
Small Tools, Supplies & Misc.	822.75	
Bond 1% of Gross Revenue	406.36	
Freight and Cartage (Move In)	715.00	
General Overhead 2%	812.75	
		22,011.93

TOTAL.................................. $ 41,539.23

Contract 1747, Prefix 7-1101

REMARKS:

This contract was bid and awarded Sept. 5, 1935. Work was started Oct. 2nd, and to May 2nd, was about 57% complete. Work was carried on throughout the winter with the exception of about three short periods when freezing weather, snow and mud made it necessary to close down. Fair progress has been made and the clearing, excavation, culvert and topping items are practically complete.

A crusher and screening plant has been erected by Hardesty alongside the river near the center of the job. About 35% of the crushed gravel has been produced and about 60% of the screened surfacing gravel has been placed. The gravel in bar runs about 50% 1¼"-0 which is screened and used for surfacing. About 10% runs from 1¼"-2" which is screened and placed in waste pile. About 40% runs 2" up to 8" and is crushed for oil rock. To date the crusher has produced only about 10 cu. yds. of crushed rock per hour. Low production is due mostly to lack of power. Knute Lein, superintendent of crusher, is adding another 60 H.P. motor which will increase production.

Oiling which will be done by Babler Bros. will be started about June 1st. The entire job will be completed about July 15th.

This job was bid low and has strung out over a long period of time which has increased cost. The job shows a small loss at present but will probably show a small profit after the oiling is completed; however, the subcontractors will make the profit on oiling.

E. H. Clymer
Cost Analyst

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISTER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

175-a

March 21st, 1938

IN REPLY PLEASE
REFER TO FILE NO.

Mr. E. B. Lytle
Division Engineer
State Highway Dept.
Bend, Oregon

Dear Sir:

Mr. Cabell has mentioned the unstable condition on a short section of the Prineville-Ochoco Dam Section which has been reported to him. The informer stated that we apparently were unsuccessful in stabilizing a certain soft condition and thought that the material should be dug out to a firm foundation and backfilled with rock or other material other than we were using.

Please make a report on this place so that I can advise Mr. Cabell what is being done there.

Very truly yours,

R. H. BALDOCK
STATE HIGHWAY ENGINEER

By

H. G. Smith
Construction Engineer

HGS:AR

cc to: R. H. Baldock ✓

NOTED
State Highway Engineer

FORM 2-A-1 10M 1-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

775-A

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

March 17th, 1936

IN REPLY PLEASE REFER TO FILE NO.

Mr. R. H. Baldock
State Highway Engineer
Office

Dear Sir:

In response to your note asking why the contractor on the Prineville-Ochoco Dam Section was allowed to change the location of the quarries and gravel pits and to provide material made entirely from gravel instead of partly from rock, I quote the following from our specifications:

> "The right to take rock or gravel from either of the two above mentioned sources will be furnished by the State Highway Commission without expense to the contractor. If the use of other sources is necessary, or if the contractor elects to use other sources, the State Highway Commission will acquire the right to take rock or gravel from such source or sources, but all costs in excess of $400.00 incurred by the State Highway Commission in making the acquisition, shall be paid by the contractor."

Very truly yours,

H G Smith
H. G. Smith
Construction Engineer

HGS:AB

NOTED
State Highway Engineer

REFERRED TO
Mr. Smith
By State Highway Engineer

How come you permit him to change from the quarry to gravel pit?

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

STATE HIGHWAY COMMISSION
FFICE OF K. D. LYTLE, DIVISION ENGINEER
BEND, OREGON

March 13, 1936

Baldock
way Engineer
gon

ttention: Mr. H. G. Smith

The contractor, Chas H. Leonard, who
ntract for the grading and surfacing
neville-Ochoco Dam Section did not
uantities specified in our contract
and has chosen a gravel pit located approximately 2000 feet south of Station 233.

He also has proposed to produce the surfacing rock from this pit rather than from the designated pits. This will I think, be to our advantage and I have told the resident engineer that I approved the plan.

In order to prevent any claims or misunderstanding we had the contractor write a letter, a copy of which is attached hereto.

Very truly yours,

K. D. LYTLE
Division Engineer

kdl/e
encl.

RECEIVED
MAR [illegible] 1936

FORM 5-C-1 12823 1800 1-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF K. D. LYTLE, DIVISION ENGINEER
BEND, OREGON

March 13, 1936

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Attention: Mr. H. G. Smith

Dear Sir:

The contractor, Chas H. Leonard, who has the contract for the grading and surfacing of the Prineville-Ochoco Dam Section did not like the quantities specified in our contract and has chosen a gravel pit located approximately 2000 feet south of Station 233.

He also has proposed to produce the surfacing rock from this pit rather than from the designated pits. This will I think, be to our advantage and I have told the resident engineer that I approved the plan.

In order to prevent any claims or misunderstanding we had the contractor write a letter, a copy of which is attached hereto.

Very truly yours,

K. D. LYTLE
Division Engineer

kdl/e
encl.

RECEIVED
MAR [illegible] 1936

FORM 9-C-1 12922 1500 1-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF K. D. LYTLE, DIVISION ENGINEER
BEND, OREGON

175-2

March 16, 1936

Mr. R. H. Baldock ✓
State Highway Engineer
Salem, Oregon

Attention: Mr. H. G. Smith

Dear Sir:

We are enclosing herewith copy of Subcontract Agreement entered into by Charles H. Leonard and Babler Brothers for work on the Prineville-Ochoco Dam Section of the Ochoco Highway, Contract No. 1747.

Very truly yours,

K. D. LYTLE
Division Engineer

kdl/e
encl.

NOTED
State Highway Engineer

— RH BALDOCK ✓

775-C

Ochoco Highway, Prineville-Ochoco Dam Section
Regrading, Surfacing & Oiling
Contract 1747, Prefix 7-1101

Chas. E. Leonard, Contractor
Robert Gould, Resident Engineer

Item	Cost	Quantity	Unit Cost	Unit Bid	Gross Revenue
Clearing & Grubbing	$ 323.89	100%			$ 800.00
Trench Excavation	1,525.40	3,830 cu. yds.	0.398	0.75	2,872.50
Overhaul	669.00	22,300 yd. sta.	0.03	0.02	446.00
Excavation Single Class.	10,579.00	36,532 cu. yds.	0.291	0.24	8,767.68
Truck Haul	1,256.53	8,080 yd. mi.	0.156	0.20	1,616.00
Finish Roadbed & Slopes	1,670.50	3.0 Miles	556.83	200.00	600.00
Rounding Cut Banks	50.52	1,500 Lin. Ft.	0.034	0.10	150.00
12" Corr. Iron Pipe	880.25	680 Lin. Ft.	1.30	1.25	850.00
18" Corr. Iron Pipe	298.50	154 Lin. Ft.	1.94	1.75	269.50
24" Corr. Iron Pipe	93.05	30 Lin. Ft.	3.10	3.00	90.00
36" Corr. Iron Pipe	42.50	10 Lin. Ft.	4.25	6.00	60.00
18" Corr. Siphon Pipe	351.30	138 Lin. Ft.	2.54	2.25	310.50
18"Concrete Pipe	420.16	210 Lin. Ft.	2.00	2.50	525.00
24" Concrete Pipe	145.77	45 Lin. Ft.	3.24	3.00	135.00
Salvaging 12" & 18" Pipe	128.60	274 Lin. Ft.	0.47	1.00	274.00
Salvaging 24" & 36" Pipe	62.65	46 Lin. Ft.	1.36	2.00	92.00
Gravel Topping	3,896.20	23,538 Cu. Yds.	0.166	0.20	4,707.60
Haul Gravel Topping	2,969.96	21,760 Yd. Mis.	0.14	0.14	3,046.40
Force Account	10.90				11.85
	$ 25,374.68				$ 25,624.03

Gross Revenue	$ 25,624.03
Total Cost	25,374.68
Net Profit	$ 249.35

Net Profit equals 1% of Gross Revenue

Ochoco Highway, Prineville-Ochoco Dam
Section, Regrading, Surfacing &
Oiling
Contract 1747, Prefix 7-1101

Chas. E. Leonard, Contractor
Robert Gould, Resident Engineer

DETAILS OF COST

Labor:

Supervision	$ 1,506.25	
Labor	9,439.91	
State Industrial Accident Insurance	328.28	
		$ 11,274.54

Material:

12" Corr. Iron Culv. Pipe	680 L.F. at 0.98	$ 666.40	
12 " " " " " Bands,	30 at 1.22	36.60	
18" Corr. Iron Culv. Pipe	154 L.F. at 1.40	215.60	
18" " " " " "	7 at 2.08	14.56	
24" Corr. Iron Culv. Pipe	30 L.F. at 2.20	66.00	
24" " " " " "	3 at 2.60	7.80	
36" Corr. Iron Culv. Pipe	10 L.F. at 2.76	27.60	
36" " " " " "	1 at 3.53	3.53	
18" Corr. Iron Siphon Pipe	138 L.F. at 1.78	245.64	
18" " " " " Bands	6 at 2.08	12.48	
18" Concrete Culvert Pipe	210 L.F. at 1.47	308.70	
24" " " "	45 L.F. at 2.45	110.25	
			$ 1,715.16

Equipment Rental, Supplies & Miscellaneous:

Equipment Rental	$ 7,128.30	
Gas, Oil & Grease	2,540.00	
Hired Trucks	395.70	
Hired Teams	405.75	
Small Tools	101.15	
Office Expense & Misc. Supplies	580.35	
Freight & Cartage	464.99	
Bond	256.24	
General Overhead Expense	512.50	
		$ 12,384.98

Cost Grand Total..$ 25,374.68

REMARKS:

This contract was bid and awarded Sept. 5th, 1935. Work was started October 2nd, and to January 25th, 1936, the job was about 57% complete. Fair progress has been made, and the clearing, excavation and culvert work is practically complete. About 56% of the topping has been spread. The weather has been good up to the last two weeks when rain, snow and freezing weather made it necessary to close down until weather conditions improve.

The trench excavation in the construction of irrigation ditches was done with teams and freznoes at low cost.

The excavation work consisted of widening and straightening the old roadbed. The ditch lines were set back about ten feet. Most of the section was through flat country, and the material was common and easy to handle. The 75 H.P. cats with rear end bulldozers were used to buck out the new ditches and drift the material to make the new grade. Teams and hand labor were used to trim and slope. A one-yard shove and small trucks were used to excavate the material that was hauled over 800 feet. The contractor could have saved considerable expense if he would have used a carry all scraper and a large blade with backsloper instead of the bulldozers, teams and hand labor.

The gravel topping was pit run gravel obtained from two gravel pits located near the job. The overburden, varying from about two to eight feet in depth, was removed with a cat and bulldozer. The topping was loaded with a one-yard shovel, and hauled in 1½ ton trucks. There were several delays caused by not having roadbed in shape for topping, which increased the cost. 23,538 cubic yards of topping were placed in 310 hours shovel operating time, an average of about 76 cubic yards per hour.

The crushed rock will be produced from a gravel bar in the river near the job. 1"-Minus will be screened and used for surfacing; Hardesty will do the crushing and Babler Bros. will do the oiling.

This job was bid low, but the contractor will probably make a small profit, in addition to equipment rentals.

E. H. Clymer
Cost Analyst

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1
POST OFFICE BUILDING
PORTLAND, OREGON

FEB 3 1936
STATE [illegible]

Stencil No. 124

IN YOUR REPLY PLEASE REFER TO FILE No. Ore. 175-A

February 1, 1936

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the __________ project agreement and certificate for the above numbered project.

Very truly yours,

W. H. LYNCH
District Engineer

By L J Caufield
L. J. Caufield
Highway Engineer

Encls.

Tom

Hyp. 27687

Form P. R. 2
State Oregon
Project No. 175, Section A

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

WASHINGTON
GOVERNMENT PRINTING OFFICE
1933

8—5518

Form P. R. 2

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 30th day of November, 1935

by and between the Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 12th day of November, 1931, a project statement, which was approved by the Secretary on the 15th day of February, 1932, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for Section A of said project which were recommended for approval by the United States District Engineer on the 21st day of August, 1935; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of forty-six thousand, seven hundred ninety-two and 85/100 dollars ($46,792.85) as the share of the United States payable under said act on account of Section A of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

8—5518

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State under Chapter 175, Laws of 1917, and Chapter 31, Laws of 1920.
(Include date and citation of act of legislature by which authorized)

(*b*) From other sources
(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 26+36.0 on Third Street at the east city limits of Prineville, in the N. 1/2 of Sec. 5, T. 15 S., R. 16 E., and survey station 60+80 in the N. E. 1/4 of Sec. 6, T. 15 S., R. 17 E., W.M., (excepting therefrom the bridge at survey stations 48+14.5 and 48+37.5).

, length 5.497 miles, in Crook County, being Section A of Oregon project No. 175, consisting of 5.490 miles of roadway and 1 bridge~~s~~, ~~each~~ of more than 20 feet clear span, 0.007 of a mile in length, known locally as the Prineville-Ochoco Dam Section of the Ochoco Highway, between official control points Prineville and Mitchell.

RECEIVED
FEB - 1
DISTRICT

CHARACTER AND METHOD OF CONSTRUCTION

Article III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

8—5518

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section A of said project shall not in any event exceed the sum of forty-six thousand, seven hundred ninety-two and 85/100 dollars ($46,792.85), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of seventy-six thousand, seven hundred nine and 60/100 dollars ($76,709.60), the approved total estimated cost of Section A of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to the State Treasurer

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chapter 41, Laws of 1927. (Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the 20th day of Jany., 1936

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Henry F. Cabell

Chairman, State Highway Commission
(Title of officer)

By

Member, State Highway Commission
(Title of officer)

By F L Tou Velle

Member, State Highway Commission
(Title of officer)

By

(Title of officer)

By

(Title of officer)

SECRETARY OF AGRICULTURE,

By K. [illegible] Boykin
Acting Chief, Bureau of Public Roads.

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

The Secretary of the Treasury, and

The State Highway Department of the State of **Oregon**

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of **Oregon** for the construction of a highway designated in the records of this Department as Project No. **175-A**, State of **Oregon**

Second. That in accordance with said provisions I have approved the sum of $ **76,709.60** as the total estimated cost of said project, and the sum of $ **46,792.85** as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this 20th day of January one thousand nine hundred and thirty-six

Secretary of Agriculture,

Acting Chief, Bureau of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE: 1924 [illegible]

FORM 8-C-4 23778 8M 6-35
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF K. D. LYTLE, DIVISION ENGINEER
BEND, OREGON

1752

November 15, 1935

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Attention: Mr. H. G. Smith.

Dear Sir:

In staking out the Prineville-Ochoco Dam job Gould found that the slopes of one of the fills ran outside our right of way, and resulted in the necessity of purchasing more land at this point.

This matter was discussed with Mr. McCallister who suggested that Mr. Gould secure the option which has been done.

Duplicate descriptions and the options are attached hereto.

Very truly yours,

K. D. LYTLE
DIVISION ENGINEER

kdl/e
cc M. D. McCallister.

FORM 5-C-1 22778 2M 6-35
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

175 a

OREGON STATE HIGHWAY COMMISSION
OFFICE OF K. D. LYTLE, DIVISION ENGINEER
BEND, OREGON

November 14, 1935

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Attention: Mr. H. G. Smith.

Dear Sir:

In our contract No. 1747, Prineville Ochoco Dam Section, we provide that in case the contractor elects to use a pit other than the two mentioned in the contract, as sources from which to produce he oil rock, the state will acquire the right to take rock from the chosen pit. See page 14 of Special Provisions.

Mr. Leonard, the contractor, did not like our pits and has asked that we secure for him another one known as the Biggs pit.

Description of the pit is attached hereto, also description of hauling road. While the contract does not mention that we should procure any hauling road, I presume that we would be obliged to do so as I would consider that to be a part of the gravel pit.

The haul on the materials will not make any difference in our cost as the oil rock is bid in place. It would probably be necessary to make an agreement with the contractor as to the location of the stock piles but I do not anticipate any difficulty in doing that.

If the cost of the pit and road exceed $400.00 we should consult with the contractor before closing the deal as he will be obliged to pay any costs in excess of the above amount.

Very truly yours,

K. D. LYTLE
DIVISION ENGINEER

kdl/e
encl-

FORM 5-A-1 5M 6-33
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE
H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

175a

November 13, 1935

IN REPLY PLEASE
REFER TO FILE NO.

Mr. K. B. Lytle
Division Engineer
Bend, Oregon

Dear Sir:

I am approving your order for State Force Work in the amount of $720 for the construction of irrigation structures, boxes, Weirs etc. for the revision of the ditches of the Ochoco irrigation district. Supervision and transportation is to be supplied apparently by the irrigation district, and any labor which you secure should be secured from the National Reemployment Service if possible, in order that we may receive credit for the same under the alternate method of receiving Government funds.

I wish to call your attention to the difficulty of collecting reimbursement from the Government when such work is done by State Forces and to suggest, if possible, this work be contracted or at least we be supplied with definite information as to the cost prior to submitting the plans to the Government.

I realize that under your method the irrigation district assumed the responsibility for the adequacy of the structures, but nevertheless it is very complicated to secure reimbursement, and it is preferable to include these within the contract items if possible.

Very truly yours,

R. H. BALDOCK
STATE HIGHWAY ENGINEER

By

H. G. Smith
Construction Engineer

HGS:AR

cc to: R. H. Baldock

FORM 2-C-1 23165 2M 7-35
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF K. D. LYTLE, DIVISION ENGINEER
BEND, OREGON

175a

November 7, 1935

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Attention; Mr. H. B. Glaisyer.

Dear Sir:

Reference is made to your letter of November 2 relative to the removal of some telephone poles along the Ochoco Highway east of Prineville, which matter was taken up with the Commission by Judge Biggs.

These poles have been moved by the owners without cost to the state and before the contractor began work.

Very truly yours,

K. D. Lytle
Division Engineer

By: W. O. Widdows
W. O. Widdows

wow/e

REFERRED TO
BY SECRETARY

NOTED
State Highway Engineer

175a

November 2, 1935

Mr. K. D. Lytle
Division Engineer
State Highway Department
Bend, Oregon

Dear Sir:

Attached is an excerpt from the minutes of the Commission meeting held on August 14 and 15, having to do with the removal of some telephone poles along the Ochoco Highway just east of Prineville. You will note that Judge Biggs said that he would see that the poles are removed in sufficient time so that they will not interfere with the contractors operations. Mr. Baldock would like to know whether or not the poles have been removed.

Please advise me regarding this.

Yours very truly,

HBG:MC Secretary

encl.

1752

November 1st, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

We are sending herewith a letter from our Resident Engineer, Mr. Robert B. Gould, concerning the employment of relief labor on the Prineville-Ochoco Dam Project.

Can you at this time give us any information concerning the matter to which this letter refers?

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:ER

Encl.

November 1, 1933

Mr. Robert B. Gould
Resident Highway Engineer
Prineville, Oregon

Dear Sir:

With reference to your letter of October 31st, this will advise that we have not as yet received from the Bureau of Public Roads any information which would indicate that credit could be allowed contractors for the employment of relief men, except when the men are actually obtained from the relief rolls. There appears to be possibility that the provisions in regard to the employment of persons from the relief roll may be waived in favor of the employment of persons through the U. S. Reemployment Office, but we have not as yet received any definite information to that effect.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:ER

cc K. D. Lytle

1

A-1 10183 10M 1-35
COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

~~SALEM~~
Prineville, Oregon,
October 31, 1935.

RECEIVED
NOV 1 1935

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear sir: ATTENTION MR. S. H. PROBERT.

Reference is made to the matter of employment of relief labor on the contract of Chas H. Leonard for grading the Prineville-Ochoco Dam Section.

There is some shortage of relief labor available at present through the office of the National Reemployment Department at Bend, which office supplies labor to the contract mentioned. A request was made by the contractor for relief labor through the reemployment office. A list of available labor consisting of 18 men, was returned to the contractor. On this list were four relief men only, the employment manager advising me that, for the designated positions, there were no other relief men available. The contractor consequently hired a number of men who were not on relief.

The question has been raised by the contractor as to whether or not he is entitled to credit for the employment of relief men when same could not be obtained through the reemployment office.

Will you kindly advise me regarding this matter.

Respectfully,

Robert B. Gould
Robert B. Gould.
Resident Engineer.

cc Mr. K. L. Lytle.

175a

October 29, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement for the Prineville-Ochoco Dam Section, Federal Aid Project No. 175-A.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department   Federal Aid Project No. 175-A

PRINEVILLE-OCHOCO DAM SECTION OF
THE OCHOCO HIGHWAY IN CROOK COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, October 25, 1935

Roadwork

All Required		Clearing and Grubbing		$ 800.00
4,700	cu. yds.	Trench Excavation	$ 0.75	3,525.00
48,000	cu. yds.	Excavation, Single Classif.	0.24	11,520.00
24,000	yd. sta.	Overhaul	0.02	480.00
9,000	yd. mi.	Truck Haul	0.20	1,800.00
5.50	miles	Finishing Roadbed and Slopes	200.00	1,100.00
2,600	lin. ft.	Rounding Cutbanks	0.10	260.00
450	lin. ft.	12" Corr. Iron Pipe	1.25	562.50
90	lin. ft.	18" Corr. Iron Pipe	1.75	157.50
20	lin. ft.	24" Corr. Iron Pipe	3.00	60.00
10	lin. ft.	36" Corr. Iron Pipe	6.00	60.00
80	lin. ft.	18" Corr. Iron Siphon Pipe	2.25	180.00
200	lin. ft.	18" Concrete Pipe	2.50	500.00
80	lin. ft.	24" Concrete Pipe	3.00	240.00
230	lin. ft.	Salvaging 12" and 18" Pipe	1.00	230.00
100	lin. ft.	Salvaging 24" and 36" Pipe	2.00	200.00
5	cu. yds.	Class "A" Concrete	30.00	150.00
42,000	cu. yds.	Gravel Topping	0.20	8,400.00
6,000	cu. yds.	Gravel Surfacing	0.30	1,800.00
58,000	yd. mi.	Hauling Topping and Surfacing Materials	0.14	8,120.00
250	cu. yds.	Rock Footpaths	2.00	500.00
4,400	cu. yds.	Filler	0.20	880.00
5,500	yd. mi.	Hauling Filler	0.15	825.00
2,200	M-Gal.	Sprinkling	1.00	2,200.00
3,800	cu. yds.	Mineral Aggregate in Place	3.00	11,400.00
220	tons	Asphalt in Place	30.00	6,600.00
68	tons	Emulsified or Cutback Asphalt in Seal Coat	32.00	2,176.00
			Subtotal	$ 64,726.00
			10% Engr. & Cont.	6,472.60
			Total	$ 71,198.60

Ochoco Creek Bridge

130	cu. yds.	Excavation	$ 4.00	$ 520.00
10	cu. yds.	Excavation below plans	5.00	50.00
100	cu. yds.	Class "A" Concrete	26.00	2,600.00
15	cu. yds.	Class "D" Concrete	26.00	390.00
14,000	lbs.	Metal Reinforcement	0.05	700.00
90	lin. ft.	Concrete Hand ail	5.00	450.00
All Required		Remove Old Bridge & Maint. Traffic		300.00
		Subtotal		$ 5,010.00
		10% Engr. & Cont.		501.00
		Total		$ 5,511.00

Length of Roadwork	5.490	miles
" " Ochoco Cr. Br. (Sta. 34+30)	.007	"
" " Bridge (Sta. 48+25) Exception	.005	"
Total Length	5.502	"
Cost per mile, roadwork	$ 12,968.77	

SUMMARY OF FUNDS REQUESTED

Item	Total Cost	Federal Aid Funds	State Funds
Roadwork	$ 71,198.60	$ 43,431.14 (61%)	$ 27,767.46
Ochoco Creek Bridge	5,511.00	3,361.71 (61%)	2,149.29
	$ 76,709.60	$ 46,792.85	$ 29,916.75

State Funds for Constr: Chap. 175, laws 1917; Chap. 31, laws 1920
State Funds for Maint: Chap. 41, laws 1927

October 8, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence in award of contract, as of this date, for Oregon Federal Aid Projects Nos. 183-B, C, E, G, H and 173-A, bridge and culvert construction on the Redmond-Bend section of The Dalles-California Highway and widening and sidewalk construction on bridge over Ochoco Creek near Prineville on the Ochoco Highway, to Tom Lillebo, Reedsport, Oregon, who submitted the low bid.

Very truly yours,

W. H. LYNCH
District Engineer

By

F. E. Andrews
Sr. Highway Engineer

175a

OCTOBER 4, 1935

Mr. Chas. H. Leonard,
1140 West 12th Street,
Albany, Oregon.

Dear Sir:

We are today sending you, by express, a fully executed copy of contract No. 1747 which was awarded you on September 5 for regrading, surfacing and oiling on the Prineville-Ochoco Dam Section of the Ochoco Highway, Crook County.

This copy is for your records and files.

Yours very truly,

Secretary

HBG:D

175a

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREGON

September 23, 1935

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

P.S.& E. documents for Oregon Federal Aid project 175-A, the Ochoco Creek Bridge of the Prineville-Ochoco Dam Section of the Ochoco Highway, have today been recommended for approval, subject to final review and approval by the Chief Engineer. This is your authority for advertising.

Prompt submission of the bid tabulation and agreement estimate will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By LJ Caufield
L. J. Caufield
Highway Engineer

175a

SEPTEMBER
11th
1935

Mr. Chas. K. Leonard,
1140 West 12th Street,
Albany, Oregon.

Dear Sir:

We are sending you today, by express, four copies of contract No. 1747 which was awarded to you by the State Highway Commission on September 5th covering grading, surfacing and oiling, Prineville-Ochoco Dam Section, on the Ochoco Highway, [illegible] County.

Will you kindly execute all four copies of this contract as to agreement and bond and return them to this office for approval by the Highway Commission. When this is done a fully executed copy will be returned to you for your records and files. We will also send an executed copy to the surety on your bond.

Yours very truly,

Secretary

HBG:FD

FORM S-A-1 21949 8M 5-35
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

175 a

September 9, 1935

IN REPLY PLEASE
REFER TO FILE NO.

Mr. K. D. Lytle,
Division Engineer,
Bend, Ore.

Dear Sir:

The award was made for the Prineville-Ochoco Dam Section although there seemed to be some dispute over the responsibility for the movement of the pole lines.

More contractors' claims have arisen over delays in moving power and telephone poles than any other source and these must be avoided in this instance. Please take personal charge of these movements and secure their removal before the contractor appears on the ground.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

HGS/H

CC to
R.H. Baldock

175a

September 7, 1935.

Charles H. Leonard
Albany, Oregon

Dear Sir:

This letter is to inform you that the State Highway Commission has approved and accepted your proposal submitted on September 5, amounting to $71,526.00, for regrading, surfacing and construction of an oiled mat surface treatment and furnishing crushed material in stock piles for the Prineville-Ochoco Dam Section of the Ochoco Highway, which proposal was the lowest of those submitted to the Commission on that date for such work.

This Letter is your authority and our request for you to commence construction operations immediately.

You are also requested to immediately notify the U. S. Reemployment Service of the approximate time that you will commence construction operations and the number and classification of laborers needed for such work.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

HBG:CE
cc - K. D. Lytle
S. H. Probert

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO.________

POST OFFICE BUILDING
PORTLAND, OREGON

September 5, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence in award of contract, as of this date, for Oregon Federal Aid Project No. 175-A, the Prineville-Ochoco Dam section of the Ochoco Highway, to Chas. H. Leonard, Albany, Oregon, who submitted the low bid.

Very truly yours,

W. H. LYNCH
District Engineer

By
F. E. Andrews
Sr. Highway Engineer

175a

September 4, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

With reference to your letter of August 31st, suggesting the oiling of the rock footpaths to be constructed on the Prineville-Ochoco Dam Section (Project 175-A), and to the same suggestion made with reference to the footpaths on the Milwaukie-Oregon City Section (Project No. 168-A, B and C), we wish to advise that we are rather loath to undertake the oiling of footpaths until we have had an opportunity to compare the oiled and the unoiled footpaths constructed this year, after they have passed through a year or two of service.

We are of the opinion that after the unoiled paths have gone through the compacting effect of a winter, they will prove entirely satisfactory and will be easier to walk on than oiled paths. We are afraid that, without the continuous rolling effect of wheeled traffic, the oiled surface may deteriorate very rapidly. Frost action, tree roots, and the tendency of vegetable growth to take root in cracks, will all operate to cause disintegration.

In view of the above, we would like to be permitted to construct unoiled footpaths until experience points definitely in favor of oiled footpaths. We now have for observation the oiled paths constructed on the Pendleton Section and the Portland-Washington County Line Section.

Very truly yours,

State Highway Engineer

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.________

POST OFFICE BUILDING
PORTLAND, OREGON

August 31, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

In commenting on the P.S.& E. for Oregon Federal Aid Project No. 175-A, Prineville-Mitchell section of the Ochoco Highway, the Regional Office has suggested that the rock footpaths be given a light oil treatment in order that the pedestrian traffic may be encouraged to use the footpaths instead of the oiled roadway.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Highway Engineer

See letter [illegible]

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREGON

August 21, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The P.S.& E. documents for Oregon Federal Aid Project No. 175-A, the Prineville-Ochoco Dam section of the Ochoco Highway, have today been recommended for approval. This is your authority for advertising. Our recommendation is subject to further review and approval by the Chief Engineer, and that any revisions required by him will be made.

Prompt submission of the bid tabulation and the project agreement estimate will be appreciated.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

175a

August 16, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate to accompany plans and specifications for the Prineville-Ochoco Dam Section, Project No. 175-A.

Five sets of blueprint plans and one advance copy of the bid proposal are being sent under separate cover.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department   Federal Aid Project No. 175-A

PRINEVILLE-OCHOCO DAM SECTION OF
THE OCHOCO HIGHWAY IN CROOK COUNTY

(Estimate to accompany bridge plans and specifications. Not as basis for project agreement.)

Salem, Oregon, September 20, 1935

Roadwork (Contract Prices)

All Required		Clearing and Grubbing		$ 800.00
4,700	cu. yds.	Trench Excavation	$ 0.75	3,525.00
48,000	cu. yds.	Excavation, Single Classif.	0.24	11,520.00
24,000	yd. sta.	Overhaul	0.02	480.00
9,000	yd. mi.	Truck Haul	0.20	1,800.00
5.50	mile	Finishing Roadbed and Slopes	200.00	1,100.00
2,600	lin. ft.	Rounding Cutbanks	0.10	260.00
450	lin. ft.	12" Corr. Iron Pipe	1.25	562.50
90	lin. ft.	18" Corr. Iron Pipe	1.75	157.50
20	lin. ft.	24" Corr. Iron Pipe	3.00	60.00
10	lin. ft.	36" Corr. Iron Pipe	6.00	60.00
80	lin. ft.	18" Corr. Iron Siphon Pipe	2.25	180.00
200	lin. ft.	18" Concrete Pipe	2.50	500.00
80	lin. ft.	24" Concrete Pipe	3.00	240.00
230	lin. ft.	Salvaging 12" and 18" Pipe	1.00	230.00
100	lin. ft.	Salvaging 24" and 36" Pipe	2.00	200.00
5	cu. yds.	Class "A" Concrete	30.00	150.00
42,000	cu. yds.	Gravel Topping	0.20	8,400.00
6,000	cu. yds.	Gravel Surfacing	0.30	1,800.00
58,000	yd. mi.	Hauling Topping & Surfacing Mat'ls	0.14	8,120.00
250	cu. yds.	Rock Footpaths	2.00	500.00
4,400	cu. yds.	Filler	0.20	880.00
5,500	yd. mi.	Hauling Filler	0.15	825.00
2,200	M-Gal.	Sprinkling	1.00	2,200.00
3,800	cu. yds.	Mineral Aggregate in Place	3.00	11,400.00
220	tons	Asphalt in Place	30.00	6,600.00
68	tons	Emulsified or Cutback Asphalt in Seal Coat	32.00	2,176.00
			Subtotal	$ 64,726.00
			10% Engr. & Cont.	6,472.60
			Total	$ 71,198.60

Ochoco Creek Bridge (Estimated Prices)

130	cu. yds.	Excavation	$ 3.00	$ 390.00
10	cu. yds.	Excavation below plans	5.00	50.00
100	cu. yds.	Class "A" Concrete	22.00	2,200.00
15	cu. yds.	Class "D" Concrete	22.00	330.00
14,000	lbs.	Metal Reinforcement	0.055	770.00
90	lin. ft.	Concrete Handrail	5.00	450.00
All Required		Remove Old Bridge and Maint. Traffic		500.00
			Subtotal	$ 4,690.00
			10% Engr. & Cont.	469.00
			Total	$ 5,159.00

Length of Roadwork	5.490 miles
" " Ochoco Cr. Br. (Sta. 34+30)	.007 mile
" " Bridge (Sta. 48+25) Exception	.005 "
Total Length	5.502 miles
Cost per mile	$ 12,968.77

SUMMARY OF FUNDS REQUESTED

Item	Total Cost	Federal Aid Funds	State Funds
Roadwork	$ 71,198.60	$ 43,431.14 (61%)	$ 27,767.46
Bridge	5,159.00	3,146.99	2,012.01
	$ 76,357.60	$ 46,578.13	$ 29,779.47

Oregon State Highway Department — Federal Aid Project No. 175-A

PRINEVILLE-OCHOCO DAM SECTION OF
THE OCHOCO HIGHWAY IN CROOK COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, August 16, 1935

All Required		Clearing and Grubbing		$ 500.00
4,700	cu. yds.	Trench Excavation	$ 0.50	2,350.00
48,000	cu. yds.	Excavation, Single Classification	0.22	10,560.00
24,000	yd. sta.	Overhaul	0.02	480.00
9,000	yd. mi.	Truck Haul	0.15	1,350.00
5.50	mile	Finishing Roadbed and Slopes	250.00	1,375.00
2,600	lin. ft.	Rounding Cutbanks	0.10	260.00
450	lin. ft.	12" Corr. Iron Pipe	1.30	585.00
90	lin. ft.	18" Corr. Iron Pipe	2.50	225.00
20	lin. ft.	24" Corr. Iron Pipe	3.50	70.00
10	lin. ft.	36" Corr. Iron Pipe	6.00	60.00
80	lin. ft.	18" Corr. Iron Siphon Pipe	3.00	240.00
200	lin. ft.	18" Concrete Pipe	1.30	260.00
80	lin. ft.	24" Concrete Pipe	2.50	200.00
230	lin. ft.	Salvaging 12" and 18" Pipe	0.60	138.00
100	lin. ft.	Salvaging 24" and 36" Pipe	0.75	75.00
4	cu. yds.	Class "A" Concrete	22.00	88.00
42,000	cu. yds.	Gravel Topping	0.35	14,700.00
6,000	cu. yds.	Gravel Surfacing	0.50	3,000.00
58,000	yd. mi.	Hauling Topping & Surfacing Mat'ls	0.12	6,960.00
250	cu. yds.	Rock Footpaths	2.50	625.00
4,400	cu. yds.	Filler	0.35	1,540.00
5,500	yd. mi.	Hauling Filler	0.12	660.00
2,200	M-Gal.	Sprinkling	1.25	2,750.00
3,800	cu. yds.	Mineral Aggregate in Place	2.50	9,500.00
220	tons	Asphalt in Place	28.00	6,160.00
68	tons	Emulsified or Cutback Asphalt in Seal Coat	29.00	1,972.00
			Subtotal	$ 66,683.00
			10% Engr. & Cont.	6,668.30
			Total	$ 73,351.30

Length of Roadwork	5.490 miles
Length of 2 Bridges (exception)	.012 "
Total Length	5.502 "
Cost per mile	$ 13,360.89

Federal Aid Requested- -	$ 44,744.29 (61%)
State Funds Requested- -	28,607.01
	$ 73,351.30

FORM 5-C-1 12582 1500 1-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF K. D. LYTLE, DIVISION ENGINEER
BEND, OREGON

175

112-3-e

November 26, 1934

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

NOTED
State Highway Engineer

Dear Sir: Attention: Mr. H. G. Smith.

In accordance with your request I have prepared an estimate of the cost of the Prineville-Ochoco Dam Section of the Ochoco Highway for use in preparing the 1935 Budget.

When the job is worked up in its final form there may be some slight changes but I believe that the present figures are fairly close.

The estimate is attached hereto.

Very truly yours,

K. D. Lytle,
Division Engineer

kdl/e
encl.

PRELIMINARY ESTIMATE OF COST

PRINEVILLE-OCHOCO DAM SECTION

Clearing & Grubbing	300.00
Excavation 37,900 C. Y. @ $0.25	9475.00
Overhaul & Truck haul	1200.00
Topping (Includes haul) 43,800 c.y. @ $0.60	26280.00
Culverts	1000.00
Finishing Roadbed	2000.00
Oil Surface 5.5 Miles @ $3000.00	16500.00
	$ 56755.00
Allowance on Quantities 10%	5675.00
	$ 62430.00
Engineering 10%	6243.00
	$ 68673.00
Estimated Cost of R/W and Fencing	4000.00
Total	$ 72673.00

The above estimate provides for the grading of 4.4 miles and the topping and oiling (with O-11 Spec.) of 5.5 miles. 6000 feet of this road has previously been graded to present standards.

PR-175

December 17, 1931.

Mr. C. E. Tanner,
Highway Division Engineer,
Bend, Oregon.

Dear Sir:

We are today sending to you the platted cross-sections and two blueprint copies of the federal aid plans for the Ochoco Dam Section of the Ochoco Highway.

The Bureau of Public Roads has refused federal aid in connection with this project on the grounds that the work is being done primarily to provide employment for the unemployed, and that the necessity for the improvement is not at the present time sufficient to justify federal cooperation. Commencement of the work need not, therefore, be delayed longer awaiting federal approval.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

SHP:ER

ER 175-A

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No._______

POST OFFICE BUILDING
PORTLAND, OREG.

December 16, 1931.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

Reference is made to Mr. Probert's letter of November 27th relative to justification of the reconstruction of the Ochoco Dam Section of the Ochoco Highway.

In our opinion Mr. Probert's letter does not advance further justification for this work; and, as stated in our letter of November 25th, from a traffic standpoint and other arguments advanced we do not consider the use of Federal funds are justified on this project at the present time.

Under separate cover we are returning the original cross-sections and three copies of the plans.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer.

SAS

PR 175

November 27, 1931.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

We have your letter of November 25th, relative to the regrading of the Ochoco Dam Section (F. A. Proj. No. 175-A), in which you express the opinion that the proposed regrading work is not justified at this time.

We do not know how closely the time element is taken into consideration by your Bureau, but it would seem to us that a year or two one way or the other in the time of undertaking a project should not be considered of sufficient importance to warrant the rejection of an application for federal aid, particularly at a time like this when the federal government and almost every other agency is asking that construction programs be advanced and expedited in every way possible.

The resurfacing of the Prineville-Jones Mill Section, of which section the Ochoco Dam Section is a part, will have to be undertaken within two years, or three years at the outside, and whatever regrading work is to be done should, most certainly, be done ahead of the resurfacing work. If it could be assumed that the Highway Commission will be able to concentrate sufficient funds on the work to regrade the whole of the Prineville-Jones Mill Section in a single season, then, it probably would be best to wait another year or possibly even two years before starting the regrading work, but such an assumption cannot be made, and, if the completion of the regrading work in time for the resurfacing, is to be assured, the regrading should be started before very long. It is our judgment that the work should be gotten underway this year, but, if we are a year, or even two years, early, what difference should that make to the federal government at a time when the necessity and desirability of carrying on public work is recognized by everyone.

If you agree with us that the resurfacing of the Prineville-Jones Mill Section will be required, as we have stated, then please let us have your approval of proceeding now with the regrading work on the Ochoco Dam Unit. If you do not agree with us in the matter of resurfacing, please suggest a practical program for the improvement and resurfacing work on this section of highway, and advise as to when you think the widening and regrading work should be commenced.

If it is your thought that federal cooperation in the regrading and resurfacing work will not be justified for several years, please so inform us in order that we may know what to expect and will not be working in the dark.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

S. H. Probert,
Office Engineer.

SHP:ER

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. I

IN YOUR REPLY PLEASE
REFER TO FILE No. ________

POST OFFICE BUILDING
PORTLAND, OREG.

November 25, 1931.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

Receipt is acknowledged of your letter of November 24 in answer to ours of the 21st relative to proposed Oregon Federal Aid Project No. 175-A, the Ochoco Dam Section of the Ochoco Highway.

Your letter above referred to apparently does not justify the reconstruction of this project at this time except as a means for performing hand labor in the relief of unemployment in that particular vicinity.

While the relief of unemployment at this time is commendable, other features of this project do not seem to justify reconstruction at present, and upon the showing so far made, we do not believe we are justified in recommending this project for approval.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer.

PR 175

November 24, 1931.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

We refer now to your letter of November 21st, relative to the Ochoco Dam Section of the Ochoco Highway (Fed. Aid Proj. No. 175-A).

The surfacing on the section of the Ochoco Highway which is between Prineville and the Forest Boundary was constructed in 1922. This surfacing is now nearly worn out, and we are confronted with the necessity of resurfacing it. Also, the volume of traffic has now reached the point where the application of an oil treatment or the construction of a bituminous macadam wearing surface would be economical. In giving consideration to these necessary operations, we find that some improvements in alignment should be made and that a widening of the roadbed will be required. The regrading of the Ochoco Dam Section is proposed as the initial step in this reconstruction program.

This particular unit has been selected for the reason that it is best adapted to the economical performance by day labor, and is also the first unit east of Prineville that requires revision of alignment. The alignment of the four and one-half miles between Prineville and this unit can hardly be improved upon as its direction is good and only five curves are included.

The present width of roadbed on the Ochoco Dam Section is eighteen feet between ditches in excavation and twenty feet in embankment. The surfacing was constructed with a bottom width of sixteen feet, feathered to a top width of twelve feet.

A traffic count taken at a point one mile east of Prineville, on Friday, August 14th, 1931, showed 411 vehicles between 6:00 A. M. and 10:00 P. M. It is expected that the traffic will be very materially increased with the completion of the heretofore unimproved section of the Ochoco Highway between Mitchell and the junction with the John Day Highway. A further increase in traffic should occur when the construction of the forest road projects on the North Santiam Highway is completed.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

SHP:ER

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.______

POST OFFICE BUILDING
PORTLAND, OREG.

November 21, 1931

RECEIVED
NOV [illegible] 1931

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

Receipt is acknowledged of project statement covering Oregon Federal Aid Project No. 175, the Prineville-Mitchell section of the Ochoco Highway, and also plans and estimate for Section A, the Ochoco Dam section, covering 1.768 miles of grading.

Due to the location and character of the proposed work, sufficient justification as to traffic requirements and present type must be shown before a decision can be made as to Federal participation. We would therefore appreciate a statement regarding the traffic and the roadway width, surfacing, etc., on the existing road.

The papers will be held in this office pending receipt of the above information.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

PR175

November 17, 1931.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

We are enclosing herewith six copies of estimate as basis for Project Agreement, covering the Ochoco Dam Section, Project No. 175-A. Five blueprint sets of plans, and one set of original cross-sections for this work, are being sent under separate cover. It is our plan to do this work by force account as a winter emergency project.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dict. by J. W. Nash/ER.

Oregon State Highway Department   Project No. 175-A

[illegible]
Creek
[illegible]

(Estimate as basis for project agreement. Based on estimated costs for construction by state forces.)

Salem, Oregon, Nov. 17, 192[illegible].

All Required	Clearing and Grubbing		Est.	$ 125.00
40,000 cu. yds.	Excavation, Single Classification	$ .55	"	22,000.00
25,000 yd. sta.	Overhaul	.04	"	1,000.00
150 lin. ft.	Salv. & Reinstall. Culvert Pipe	.75	"	112.50
90 "	12" Corr. Galv. Iron Pipe	1.25	"	112.50
95 "	18" " " " "	2.25	"	[illegible]
40 "	24" " " " "	3.00	"	[illegible]
				$[illegible]
				[illegible]
				$31,481.75

Length of Project   1.780 miles

Cost per mile $17,[illegible].45

State Funds Available $21,079.33

Federal Aid Requested   10,[illegible]

$31,481.75

State funds for Construction: Chapter 173, Laws 1917; Chapter 51, Laws 1921.

" " " Maintenance: Chapter 41, Laws 1917.

Oregon State Highway Department Project No. 175-A

OCHOCO DAM SECTION OF THE

OCHOCO HIGHWAY IN WHEELER COUNTY

(Estimate as basis for project agreement. Based on estimated costs for construction by state forces.)

Salem, Oregon, Nov. 17, 1931.

All Required	Clearing and Grubbing		Est.	$ 125.00
48,000 cu. yds.	Excavation, Single Classification	$ .55	"	26,400.00
35,000 yd. sta.	Overhaul	.04	"	1,400.00
150 lin. ft.	Salv. & Reinstall. Culvert Pipe	.75	"	112.50
90 "	12" Corr. Galv. Iron Pipe	1.25	"	112.50
90 "	18" " " " "	2.25	"	202.50
40 "	36" " " " "	6.00	"	240.00
				$28,592.50
				2,859.25
				$31,451.75

Length of Project	1.768 miles
Cost per mile	$17,789.45

State Funds Available	$11,879.33
Federal Aid Requested	19,572.42
	$31,451.75

State funds for Construction: Chapter 173, Laws 1917: Chapter 21, Laws 1921.

" " " Maintenance: Chapter 41, Laws 1927.

CONTRACT#1748,

140-D Smith River Br. near Gardiner 1935

#1748

140-8

Maint
Bridges

July 14, 1936.

NOTED
State Highway Engineer

Mr. J. E. Bishop

Herewith approved order for state force work in connection with the building of a sheer boom at the Smith River Bridge.

The picture of the Nehalem River sheer boom attached shows in general the type proposed. I hope, however, that we can get a neater looking job than these pictures show.

Mr. Ricketts will furnish you with the necessary details of construction.

G. S. Paxson

cc R. H. Baldock ✓
E. C. Ricketts

Attached

140-D

July 7, 1936

Hansen & Rowland, Inc.,
Washington Bldg.,
Tacoma, Washington.

Attention: F. Tunnard.

Gentlemen:

Receipt is acknowledged of your letter of July 6th concerning the Mountain States Construction Co. Contract No. 1748 - Bridge over Smith River near Reedsport on the Oregon Coast Highway in Douglas County.

You are advised that the warrant covering final payment on the above contract is being mailed to the contractors to day. We have no knowledge of any outstanding claims against this contract.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary.

Dict. by J. McFarland.

#1748

HANSEN & ROWLAND INC.

GENERAL AGENTS

TACOMA - SEATTLE - PORTLAND

SURETY BONDS   GENERAL INSURANCE

TACOMA, WASHINGTON

H. T. HANSEN, PRES.
I. C. ROWLAND, SECY.

July 6, 1936.

THIS COMMUNICATION IF SIGNED AS AGENT OR AGENTS SHALL BIND IN SUCH CAPACITY ONLY.
PLEASE ADDRESS ALL COMMUNICATIONS TO HANSEN & ROWLAND, INC., NOT TO INDIVIDUALS.

Oregon State Highway Commission,
Salem, Oregon.

RE: BOND NO. 45363 - MOUNTAIN STATES CONSTRUCTION CO. to STATE OF OREGON - Composite pile trestle spans and removable I-beam span with roadway and sidewalks over Smith River, Douglas County, Oregon - Contract No. 1748.

Gentlemen:

We would appreciate your advising us whether or not final payment has been made to the contractor on the above captioned contract, and whether or not any claims are filed against the contract.

Thanking you in advance for this information, we are

Yours very truly,

HANSEN & ROWLAND, Inc.
General Agents.
By F Tunnard
Surety Bond Department.

FT

Jim
what's the dope?

#1748

140-8

June 23, 1936

Maryland Casualty Company
Hansen & Rowland, Inc., Agents
Washington Building
Tacoma, Washington

Gentlemen:

You are hereby notified that State Highway Contract No. 1748, for the construction of the Bridge over Smith River near Reedsport in Douglas County on the Oregon Coast Highway has been completed by the contractor, Mountain States Construction Company and that final settlement will be made by the State with said contractor for work done under this contract on or after July 3, 1936.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied; and you are advised that the State assumes no responsibility for any such claims, should there be any.

This notice is served upon you as you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractor in connection with this contract will be $96,226.73, including the final payment. Of this amount $422.45 was force account work.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

JM:CE

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE REFER TO FILE NO. No. 8

POST OFFICE BUILDING
PORTLAND, OREGON

JUN 9 1936

June 8, 1936.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Final inspection of Oregon FAP 140-D, Smith River Bridge, Oregon Coast Hwy., Douglas County, ______________, was made by a representative of this office on May 26, 1936. Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L Caufield
L. J. Caufield
Highway Engineer

Tom

COMMISSION
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

14

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

6✓

OREGON STATE HIGHWAY COMMISSION
SALEM

May 28, 1936

IN REPLY PLEASE REFER TO FILE NO.

NOTED
State Highway Engineer

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTN: G. S. PAXSON

Dear Sir:

Considerable drift hangs up on Smith Channel bridge, particularly at the north end and I suggest that as part of the construction, a sheer boom supported by piling be constructed at this time. Otherwise it is possible that accumulation of drift during freshet or storm on the north end of the bridge would produce excessive scour of the bottom and would throw excessive pressure on the piling and during storm it would be very difficult to free drift from this structure.

Mr. Knapp of Reedsport has a floating pile driver and if sketch plan were drawn up showing what we wanted done, I think he would submit price for piling in place. It would be necessary for him to lay down the leads on his driver to pass under the bridge. There is more clearance under the railroad bridge above than under our highway bridge.

As you suggested, we have a State driver and if Knapp does not submit suitable price for driving piling, we could rent scow from Hinsdale and put our driver on the scow above the bridge to drive the piling required.

The construction of this sheer boom is properly a construction cost and should not come against maintenance costs.

Very truly yours,

E. A. COLLIER
Division Engineer

cc. R. H. Baldock
cc. J. N. Bishop

EAC:AF

FORM 2-S-1 2M 2-3

COMMISSIO
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

G. S. PAXSON
ACTING BRIDGE ENGINEER

110-8

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

May 19, 1936

Mr. H. B. Glaisyer
Office

Dear Sir:

The contract #1748 with the Mountain States Construction Company for the construction of the Smith River Bridge in Douglas County, Oregon, Bridge #2129, was completed May 15, 1936.

Acceptance of this contract as of its date of completion and permission to pay the final estimate is hereby requested.

Very truly yours,

G. S. Paxson,
Acting Bridge Engineer

W A Reeves

By
W. A. Reeves,
Office Engineer

WAR:MM

APPROVED BY HIGHWAY COMMISSION
DATE May 22, 1936
Secretary

14C-5

May 14, 1936.

Mr. H. B. Glaisyer

I am returning herewith recommendation as to extension of time on the contract for the Smith River Bridge in Douglas County. This is accompanied by consent of surety and by consent of the Bureau of Public Roads to the extension.

G.S.Paxson

CC Mr. Baldock

Attached

NK

GSP:AP

140-2

May 4, 1936.

Mr. J. N. Bishop

We have a 40 foot removable section in the Smith River Bridge on the Oregon Coast Highway near Gardiner which has a timber deck. It is our practice to place an asphalt mat on these timber decks with our own forces as we have found that the usual contractor does not have the equipment nor the skill to place such mats.

This bridge is now in a condition so that the mat can be put on and I would ask that you make up a state force order covering the work, and have one of the bridge crews place the mat.

In this connection, Paul Ramey, a sub-foreman on one of Kraeger's crews is especially skilled in this kind of work.

cc R. H. Baldock
A. G. Skelton
A. F. Parson

NOTED
State Highway Engineer

FORM 2-A-1 5M 1-3

COMMISSION

HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. YOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

May 1, 1936

IN REPLY PLEASE
REFER TO FILE NO.

NOTED
State Highway Engineer

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTN: G. S. PAXSON

Dear Sir:

Your letter of April 27th, received concerning lack of adequate clearance for West Coast Power Company's line over the north end of the Smith Channel Bridge.

The company have raised their line in the last few days so that there is now sufficient clearance. I will arrange about formal permit as suggested. Their line was constructed on piling off the old county road right of way for the most part and I presume they secured no permit from the county.

Very truly yours,

E. A. COLLIER
Division Engineer

cc. R. H. Baldock

EAC:AF

FORM 9-E-1 3M 2-3

COMMISSIO
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

G. S. PAXSON
ACTING BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

14

May 1, 1936.

Bureau of Public Roads
Box 3900
Portland, Oregon.

NOTED
State Highway Engineer

Gentlemen:

Please note attached copy of letter to the Mountain States Construction Company, contractors for the Smith River Bridge on the Oregon Coast Highway in Douglas County, F.A.P. No. 140-D.

Subsequent to the award of this contract, a major change was made at the north end of the structure in order to provide an adequate connection to the county road leading to East Gardiner. This change involved the addition of approximately 350 cubic yards of excavation, 160 cubic yards of Class "A" Concrete, and the maintenance of travel on the East Gardiner road during construction. The total estimated cost of the change was $3,875.00

On this project we have also placed approximately 200 yards of riprap rock, costing approximately $700, or a total addition to the contract of $4,575.00. Since the contract amount is $92,800, this amounts to an increase of approximately five per cent of the contract amount; and since the total time allotted for the job is 208 days, this five per cent increase should entitle the contractor to an extension of eleven days.

The change at the north end of the bridge was made subsequent to the award of the contract, bids for which were received on September 5, 1935; and it was not until October 9, 1935, that the completed plans for this change were available to the contractor and the preparation of framing details for the treated lumber could begin. This is a delay of 34 days. By these changes and additions, the contractor is therefore entitled to an extension of 45 days.

The contractor now has the deck of the structure complete, and ready for use in hauling embankment material, and has agreed to permit the hauling of embankment material across the structure at any time that the engineer may deem it advisable, without any claim for additional compensation for inconveniense or delay caused by such hauling.

It will be my recommendation to the Commission that the extension up to May 31, 1936, be granted, and that no penalty be assessed the contractor up until May 15, 1936, which is the 45 day extension accounted for above; and that the contractor be required to reimburse the state for all engineering expenses insurred subsequent to May 15, 1936.

Please advise whether or not you can concur in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

G. S. Paxson
Acting Bridge Engineer

GSP:AP

cc R. H. Baldock

FORM 8-E-1 2M 2-36

COMMISSIO[illegible]
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOUVELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

G. S. PAXSON
ACTING BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

140-D

April 27, 1936.

Bureau of Public Roads
Box 3900
Portland, Oregon.

Gentlemen:

Please note attached copy of letter to the Mountain States Construction Company, contractors for the Smith River Bridge on the Oregon Coast Highway in Douglas County, F. A. P. No. 140-D.

Subsequent to the award of this contract a major change was made at the north end of the structure in order to provide an adequate connection to the county road leading to East Gardiner. This change involved the addition of approximately 350 cubic yards of excavation and 150 cubic yards of concrete in retaining walls. It also involved the revision of the framing details for the lumber entering into the north end of the structure and considerably delayed the delivery of this lumber.

I have had the delay carefully investigated, and while no exact figure can be set, in my judgment, it amounted to approximately 45 days.

It would be my recommendation that an extension of 45 days, or up until May 15, 1936, be granted without penalty to the contractor, subject to the conditions imposed in the attached letter.

Please advise whether or not you can concur in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

G. S. Paxson
Acting Bridge Engineer

cc H. B. Glaisyer

Enclosure

FORM 8-E-1 5M 2-36

COMMISSION
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

G. S. PAXSON
ACTING BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

April 27, 1936.

Mountain States Construction Co.,
1644 Washington Street
Eugene, Oregon.

Gentlemen:

Your request for an extension of time on Contract No. 1748, the same being for the construction of the Smith River Bridge on the Oregon Coast Highway in Douglas County, was presented to the Commission for their consideration at their last meeting.

Before the Commission will consider the matter, they asked that I obtain from you and from your surety, consent to allowing the contractor on the adjacent grading section to haul embankment materials across the structure as soon as the deck has cured sufficiently for this purpose which will be approximately May first, which will be in advance of the time that all of your work is completed on the structure.

I can make no assurance at this time that the contract time will be extended without being subject to the penalty as provided in the contract.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

G. S. Paxson
Acting Bridge Engineer

GSP:AP

cc Bureau of Public Roads
cc H. B. Glaisyer

140-D

April 1, 1936.

Bureau of Public Roads
Box 3900
Portland, Oregon.

Gentlemen:

The time for the completion of the Smith River Bridge on the Oregon Coast Highway in Douglas County, Federal Aid Project No. 140-D, expired March 31, 1936.

We have an application for an extension of time from the contractors, the Mountain States Construction Company, asking until May 31, to complete this structure.

Subsequent to the award of the contract, it was necessary to make a major change in the design of the north end of the structure. Details of this change and the reasons therefore were sent you some time ago. This change delayed the ordering of the creosoted lumber and piling, and the preparation of the framing details therefor, and our records show that the total delay occasioned by this change amounted to approximately forty-five days.

It is our intention to recommend to the Highway Commission an extension without penalty for this period of forty-five days.

Very truly yours,

R. H. Baldock
State Highway Engineer

GSP:AP

cc Bridge Department

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1
POST OFFICE BUILDING
PORTLAND, OREGON

RECEIVED
FEB 25 1936
OREGON STATE HIGHWAY COMMISSION

Stencil No. 124

IN YOUR REPLY PLEASE REFER TO FILE No. Oregon 140-D

February 24, 1936

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the __________ project agreement and certificate for the above numbered project.

Very truly yours,

W. H. LYNCH
District Engineer

T. M. Davis
By T. M. Davis
Highway Engineer

Encls.

Ton

Hwy. 27825

Form P. R. 2
State Oregon
Project No. 140-D

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

UNITED STATES DEPARTMENT OF AGRICULTURE

WASHINGTON
GOVERNMENT PRINTING OFFICE
1933

8—5518

Form P. R. 3

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 28th day of October, 1935 by and between the Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 11th day of July, 1935, a revised project statement, which was approved by the Secretary on the 9th day of August, 1935, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for Section D of said project which were recommended for approval by the United States District Engineer on the 21st day of August, 1935; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of sixty two thousand, two hundred sixty eight and 80/100 dollars ($62,268.80) as the share of the United States payable under said act on account of Section D of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

8—5518

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

Article I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws of 1917 and Chap. 31, Laws of 1920
(Include date and citation of act of legislature by which authorized)

(*b*) From other sources
(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

Article II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Bridge over the Smith River

Between survey station 586+00, the north end of Section C of said project, and survey station 602+13.17, in the west 1/2 of Section 26, T. 21 S., R. 12 W., W. M.,

, length 0.306 of a mile~~s~~, in Douglas County,

being Section D of Oregon project No. 140, consisting of

~~[illegible]~~ 1 bridge~~s~~, each of more than 20 feet clear span, 0. 306

of a mile in length, known locally as the Smith River Bridge section of the Oregon Coast Highway, between official control points, Coos Bay and Hebo.

8—5518

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section D of said project shall not in any event exceed the sum of sixty two thousand, two hundred sixty eight and 80/100 dollars ($62,268.80), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of one hundred two thousand, eighty and no/100 dollars ($102,080.00), the approved total estimated cost of Section D of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to the State Treasurer
(Official or depository)
hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon
(Name)
of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

~~In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.~~

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit:
(Include reference to statute authorizing funds and probable amount annually available)
Chapter 41, Laws of 1927.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the 10th day of Feby, 1936

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Henry F. Cabell

Chairman, State Highway Commission
(Title of officer)

By E B Aldrich

Member, State Highway Commission
(Title of officer)

By F L Tou Velle

Member, State Highway Commission
(Title of officer)

By

(Title of officer)

By

(Title of officer)

SECRETARY OF AGRICULTURE,

By L. E. Boykin
Acting Chief, Bureau of Public Roads.

8--3518

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

The Secretary of the Treasury, and

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as Project No. 140-D, State of Oregon.

Second. That in accordance with said provisions I have approved the sum of $102,030.00 as the total estimated cost of said project, and the sum of $62,268.00 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this 10th day of Feby, one thousand nine hundred ~~and~~ thirty-six

Secretary of Agriculture,

By R. E. Boykin
Acting Chief, Bureau of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE: 1934

DISTRICT 1
FEB 21 1936

140

#1748

February 14, 1936.

Mountain States Construction Co.

Eugene, Oregon

Attention: Fred H. Lindsay,
Superintendent

Gentlemen:

We have your letter of February 8, requesting an extension of time on your contract No. 1748, bridge over Smith River at Reedsport.

You are advised that before your application can be accepted and acted upon by the Highway Commission, it will be necessary to have the written consent on your surety on the bond furnished in connection with this contract.

Please secure the consent of surety and forward to this office.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

JM:CE

#1748

MOUNTAIN STATES CONSTRUCTION CO.
INCORPORATED

GENERAL OFFICE: EUGENE, OREGON
PHONE 2887

RECEIVED
FEB 10 1936
OREGON
STATE HIGHWAY COMMISSION

February 8, 1936.

ADDRESS REPLY TO:
Eugene, Oreg.

Oregon State Highway Department,
Salem, Oregon.

Gentlemen:-

RE: SMITH RIVER BRIDGE AT REEDSPORT.

On account of the fact that we have been requested by the Commission to do additional work at the North end of the above mentioned bridge, we are asking you to please grant us an extension of time for completion.

Very truly yours,

Fred H Livesay
Secy

MOUNTAIN STATES CONSTRUCTION CO.

FHL:A

14

February 11, 1936

R. H. Baldock
State Highway Engineer
Office

Re: Price Agreement No. 1 & 2
Smith River Bridge
Contract 1748

Dear Mr. Baldock:

In the original plans no provision was made for a connection to the road from East Gardiner, or for a separation of the Gardiner--East Gardiner traffic from the coast highway traffic crossing this bridge. Plans for the north end of the bridge were revised, calling for the construction of approximately 180 feet of concrete retaining wall and a change was also made in the rail and superstructure to provide a more suitable connection for traffic to and from East Gardiner.

No provision was made in the contract for either excavation or Class "A" concrete, so these have been taken care of in this price agreement. This change will require an additional authorization of $3,900.00.

Near the north end of the structure a rock or bolder formation was encountered, and the piling through this section have very little penetration. To stiffen these bents and prevent any possibility of scour, it was considered necessery to place riprap around bents 51 and 52. Additional costs of this work will be about $700.00.

Very truly yours,

G S Paxson

G. S. Paxson
Acting Bridge Engineer

AGS:DD

FORM 9-A-1 5M 9-3

COMMISSION
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

Nov. 25, 1935

IN REPLY PLEASE
REFER TO FILE NO.

NOTED
State Highway Engineer

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTN: H. G. SMITH

Dear Sir:

Will you please send to Resident Engineer Waller at Marshfield unit prices submitted by the successful bidder on the Smith Channel Bridge, Gardiner-Reedsport Section, Oregon Coast Highway.

Very truly yours,

E. A. COLLIER
Division Engineer

By
C. B. Cannon
Office Engineer

cc. J. F. Waller
cc. R. H. Baldock

CBC:AWF

November 22, 1935.

Mountain States Construction Co.,
1644 Washington Street
Eugene, Oregon.

Gentlemen:

We have your letter of October 31, concerning shortage of relief rol labor for the Smith River Bridge at Reedsport. We also have a letter dated October 30, from your subcontractor, Mr. William S. Schmitt, with reference to the same matter.

We realize that the provisions of this contract with reference to the employment of relief roll labor will be difficult to meet. This, however, was taken account of at the time the specifications covering the job were written, and we endeavored in these specifications to make it clear to all contractors bidding on the work that the labor problem was an essential part of the job and one that the contractor was to take into account in figuring his costs. Funds for this construction work are being provided by the federal government on the express condition that a certain amount of relief roll labor is employed, and we are powerless to change these regulations.

We note your request that you be allowed to transfer a surplus of relief labor from the Molalla River contract to the Smith River contract. We do not feel that we can approve such a transfer. To do so would be establishing a far reaching precedent and would give such an advantage to a contractor who would be able to build up a credit on a previous job as to restrict competition from other contractors who had not had previous jobs. Each contract must stand alone as far as the relief labor problem is concerned.

The primary purpose of highway work financed by federal funds is to take men off of relief rolls. The specifications have been written to accomplish this object, and even though the carrying out of these specifications materially increase the difficulty of construction, we can not deviate from them unless the state is, in turn,relieved of the obligations placed upon it by the Federal Government.

We are negotiating with the Federal Government in the hopes that some easing up of the relief labor requirements may be obtained, and if we are successful, we will be very glad to pass the benefits along to our contractors.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc C. E. Panson
cc M. Stephenson
S. H. Probert
H. G. Smith
J. M. Devers

Reedsport
Chamber *of* Commerce

Member of State Chamber of Commerce

NRA MEMBER U.S. WE DO OUR PART

FRANK TAYLOR, President
ROY CAIRNS, Vice-President
H. L. CHAPIN, Secretary
J. L. GIBBONS, Treasurer

W. A. LOVELACE, Director
N. S. HOGAN, Director
Dr. E. J. CORCORAN, Director
ORVILLE SPATH, Director

REEDSPORT, OREGON

II--I--35

State Highway Commission,
Salem,Oreg.

Gentlemen:--

On three different occasions we have had pile drivermen come to our office and complain that they could be employed on the project at Smith River Basin (extention of the Umpqua Bridge) but were turned down for reason that they were not on relief.

This condition we did not believe until a committee called on Mr.George Jensen,foreman on the job,who confirmed the statement made by the men,and further stated,that should a certain ratio of relief not be employed irregardless of their compentancy,that they (the contrac)tors,were penalized heavily.

Would the commission please take into consideration that on the state work our district has furnished very few key men. Some few halfway carpenters are on the crew with a heavy majority coming from the metropolitan districts.

In an aquatic setup we have natural ability here for water and piledriving work,and we cant quiet understand in fairness to both the community,state,and contractors, why restrictions are placed which hinders these men from-being employed.

We really believe that the restrictions imposed are irregular and would greatly appreciate your reconsideration to a point that would see a portion of our local piledriver men active.

We thank you for past cooperation and are calling on you once again to remedy a matter we sincerely feel unjust.

Yours very truly
REEDSPORT CHAMBER of COMMERCE

Frank W Taylor
PRES.

1

MOUNTAIN STATES CONSTRUCTION CO.
INCORPORATED

GENERAL OFFICE: EUGENE, OREGON
PHONE 2897

ADDRESS REPLY TO
Canby, Ore.

Oct 31, 1935.

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

Re;Relief Hours at Canby and Reedsport Jobs

We are writing you in regards to the relief labor problem which seems to be confronting us on the Federal construction work we are doing on the Molalla River bridge 53 at Canby and the Smith River 140-8 bridge at Reedsport.

On the Smith River project the contract runs approx. $93,000.00 with approx $50,000.00 of this amount is for piling materials, of this piling cost the best we can do on relief hours for placing same will be around 2000 hours. Supervision and key men on the placing cannot be drawn from relief rolls for the best interest of ours and the State. After the piling costs are deducted leaving a balance on the contract of $43,000.00 of which we will be required to use 14,700 relief hours, providing we use 2000 hours on placing piling, which will be impossible to do.

On the Molalla River job we are using relief labor in every possible place and the work has progressed to such a point that we know we will run over approx 2000 to 3000 hours on reliefrequired. We will continue to use relief on this projectin every place possible.

For your consideration we wish to inform you that we are still employing all relief labor possible on the Molalla project and will continue to do so until the job is completed, in other words we are co-operating to the limit on the relief situation and we feel this actinn should entitle us to a consideration on the relief hours required on the Smith River project.We ask that we be allowed credit on the Smith River job for the over run of relief hours on the Molalla river project.

Thanking you, we are

Yours very truly,

Fred H [illegible] Supt.

MOUNTAIN STATES CONSTRUCTION CO.

PHONES: WALNUT 7633
TRINITY 7311

WM. C. SCHMITT
ENGINEERING CONSTRUCTION
2646 BRENDLE STREET
PORTLAND, ORE.

October 30, 1935.

Mr. R.H. Baldock
State Highway Engineer
Oregon State Highway Dep't.
Salem, Ore.

Dear Sir:-

In regard State Highway Contract #1748. U.S. P.W. Project #140-D for Bridge over Smith River.

I have contracted with the general contractor on this project, Mountain States Constr. Co., to drive all piling and erect the lumber and structural steel.

My pile driving equipment is ready to work, and sufficient material is on hand to start this work at once and carry on same vigorously. Labor for this work is to be supplied by the National Reemployment Service in Roseburg. In order to comply with the terms of this contract and avoid possible penalty, it will be necessary to use a maximum of labor from the relief rolls. From the lists so far submitted me, it appears that pile driver workmen are going to be very hard to secure, although Mr. Chase can furnish me plenty of non-relief workmen. He has told me verbally however, that he can secure relief roll men by canvassing other districts thruout the State.

I am writing you this letter, to try and give you a picture of what I am up against. It looks now as though I will have to put this job through using mostly laborers, which will slow up the completion of the bridge to a considerable extent, and probably cause general dissatisfaction. Competent pile driver men are available at Reedsport, but they are on the non-relief roll, and we cannot use them under the present restrictions.

If you can suggest any method by which we can make up a competent crew without penalizing ourselves, it will be greatly appreciated.

Yours very truly,

Wm. C. Schmitt

Wm. C. Schmitt

WCS/E
C/o Mtn States Constr Co.

140D

October 14, 1935

Mr. W. E. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement for the Smith River Bridge, Project No. 140-D.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department Federal Aid Project No. 140-D

SMITH RIVER BRIDGE ON THE

ROOSEVELT COAST HIGHWAY IN DOUGLAS COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, September 25, 1935

19,000	lin. ft.	Creosoted Piling	$ 1.00	$ 19,000.00
340	M-FBM	Treated Lumber	85.00	28,900.00
7	M-FBM	Port Orford Cedar Lumber	80.00	560.00
1,200	cu. yds.	Class "B" Concrete	18.00	21,600.00
276,000	lbs.	Metal Reinforcement	0.05	13,800.00
41,000	lbs.	Structural Steel	0.06	2,460.00
3,240	lin. ft.	Composite Handrail	2.00	6,480.00
			Subtotal	$ 92,800.00
			10% Engr. & Cont.	9,280.00
			Total	$ 102,080.00

Length 0.306 mile

Federal Aid Funds Requested- -$ 62,268.80 (61%)
State Funds- 39,811.20

$ 102,080.00

State Funds for Constr: Chap. 175, laws 1917; Chap. 31, laws 1920
State Funds for Maint: Chap. 41, laws 1927

1409

October 8, 1935.

Mountain States Construction Co.
1644 Washington Street
Eugene, Oregon

Gentlemen:

By express we are forwarding to you a fully executed copy of contract No. 1748, awarded to you on September 5, 1935, for the construction of the Smith River Bridge on the Oregon Coast Highway in Douglas County near Reedsport.

This copy is for your records and files.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

JM:CE

FORM 5-A-1 22626
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

140 B

Sept. 14, 1935

IN REPLY PLEASE
REFER TO FILE NO.

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTN: G. S. PAXSON

Dear Sir:

Your letter of Sept. 13th, asking for vicinity map of the north end of Smith Channel Bridge at hand on my return.

Yesterday I asked Glenn Roberts to mail this vicinity map to you direct and I expect you have already received it. If not, call Roberts by phone, 1194 Reedsport.

Very truly yours,

E. A. COLLIER
Division Engineer

cc. R. H. Baldock

EAC:AWF

1405

SEPTEMBER 7, 1933

Mountain States Construction Co.,
Eugene, Oregon.

Gentlemen:

This letter is to inform you that the State Highway Commission has approved and accepted the proposal submitted by you on September 5th for construction of composite pile trestle and a removable I-beam span over the Smith River on the Oregon Coast Highway near Reedsport, Douglas County, the amount thereof being $92,800.00.

This letter is your authority and our request to commence construction operations immediately.

You are also requested to immediately notify the U. S. Re-employment Service of the approximate time your construction operations will commence, and the number and classification of laborers needed for the above work.

Yours very truly,

Secretary

HBG:D

cc-Bridge Dept.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO.

POST OFFICE BUILDING
PORTLAND, OREGON

September 5, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence in award of contract, as of this date, for Oregon Federal Aid Project No. 140-D, Bridge over Smith River on the Oregon Coast Highway near Reedsport, to the Mountain States Construction Co., Eugene, Oregon, who submitted the low bid.

Very truly yours,

W. H. LYNCH
District Engineer

By F. E. Andrews
F. E. Andrews
Sr. Highway Engineer

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREGON

August 21, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The P.S.& E. documents for Oregon Federal Aid Project No. 140-D, the Smith River Bridge on the Oregon CoastHighway, have today been recommended for approval. This is your authority for advertising for bids. Our recommendation is subject to further review and approval by the Chief Engineer, and that any revisions required by him will be made.

Prompt submission of the bid tabulation and the project agreement estimate will be appreciated.

Very truly yours,

W H Lynch
W. H. LYNCH
District Engineer

140D

August 19, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate to accompany plans and specifications for the Smith River Bridge, F. A. Project No. 140-D.

Five blueprint plans and one advance copy of the bid proposal are being sent under separate cover.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ME

Encl.

Oregon State Highway Department Federal Aid Project No. 140-D

SMITH RIVER BRIDGE ON THE
OREGON COAST HIGHWAY IN DOUGLAS COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, August 17, 1933

19,000	lin. ft.	Creosoted Piling	$ 0.90	$ 17,100.00
340	M-FBM	Treated Lumber	95.00	32,300.00
7	M-FBM	Port Orford Cedar Lumber	85.00	595.00
1,200	cu. yds.	Class "D" Concrete	20.00	24,000.00
276,000	lbs.	Metal Reinforcement	0.05	13,800.00
41,000	lbs.	Structural Steel	0.055	2,255.00
3,240	lin. ft.	Composite Handrail	4.00	12,960.00
		Sub-total		$ 103,010.00
		10% Engr. & Cont.		10,301.00
		Total		$ 113,311.00

Length 0.306 mile

Federal Aid Requested - - - - - - - - - - - - - - - - -	$ 69,119.71	(61%)
State Funds Available - - - - - - - - - - - - - - - - -	44,191.29	
	$ 113,311.00	

140-B

April 5, 1935.

Mr. R. H. Baldock

State Highway Engineer

The War Department engineers called me by phone a few days ago, informing me that it would be necessary for us to apply for a new or revised permit for the Smith River crossing at Reedsport because of the fact that we now propose to cross Smith River on a different alignment.

I was not aware of any line change, but upon checking it up I find that the alignment has been materially revised since War Department permit for this structure was issued.

I have made out a new application, and am hopeful that it will meet with the approval of the Port of Umpqua and the War Department; however, we may run into some difficulty with the Port because of the fact that we cross the main channel of Smith River at a different point.

I can give you more detailed information concerning this matter if you so desire. The purpose of this communication is simply to keep you advised of developments in connection with this project.

C. B. McCullough

CBM:AP

CONTRACT #1749,

FLH 4-G Nigger Flat Sec.

1749

4-7

J. A. LYONS
CONTRACTOR
ROAD CONSTRUCTION AND EXCAVATING
TELEPHONE TRINITY 2841

3305 N. E. HALSEY ST.
PORTLAND, OREGON.

RECEIVED
MAR 7 1936
OREGON
STATE HIGHWAY COMMISSION

March 5, 1936.

R.H.Baldock
State Highway Engineer,
Salem, Oregon.

Dear Sir:

I have your letter of March 4,1936, referring to our labor difficulties on the Nigger Flat Section of the Central Oregon Highway.

Please accept my thanks for your clear description of the situation and the reasons for denial of my request.

I have this date signed and sent the final estimate for this contract.

Yours very truly,

J A Lyons

REFERRED TO
Mr. Probert
State Highway Engineer

4-9

March 4, 1936

Mr. J. A. Lyons, Contractor
3305 N. E. Halsey Street
Portland, Oregon

Dear Sir:

Reference is made to your letter of February 18th, describing the difficulties encountered in meeting the relief labor requirements of your contract for the grading of the Bigger Flat Section of the Central Oregon Highway, and requesting that the charge of $206.64 made against you for relief labor not furnished, be remitted.

I dislike very much to have to refuse your request, but the furnishing of a definite amount of relief labor was an obligation assumed by you under the contract, the same as was the making of the excavations involved in the construction of the highway roadbed, and the performance of other work. You agreed to furnish that amount of relief labor the same as you agreed to do other work, and no representation was made that either could be done without encountering difficulties. That was your part of the contract. If you underestimated the difficulties and failed to include in your bid a sufficient amount to compensate you for them, and for the attendant extra expense, it was your mistake, and, although I am sorry that the matter has worked out that way, I cannot with fairness to the State, or with fairness to other bidders on the same project and to other contractors working under the same provisions, release you from your obligation or make any allowance to you in connection therewith.

The difficulties which you have ~~expressed~~ experienced are no more serious than the difficulties which other contractors are experiencing and will continue to experience on other work relief projects. Such difficulties do not constitute cause for the waiving of any of the contract requirements any more than would difficulties that you might encounter due to failures of subcontractors, delays in shipments of materials, etc.

Very truly yours,

State Highway Engineer

Mr. Baldock

J. A. LYONS
CONTRACTOR
ROAD CONSTRUCTION AND EXCAVATING
TELEPHONE TRINITY 2641

3305 N. E. HALSEY ST.
PORTLAND, OREGON.

RECEIVED
FEB 19 1936
OREGON
STATE HIGHWAY COMMISSION

February 18, 1936.

Mr R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

We are in receipt of final estimate for Contract No.1749, Nigger Flat Section of the Central Oregon Highway, wherein is contained a deduction of $106.64 for relief labor insufficiency.

Upon submitting proposals for this work, we were well informed as to the terms of the contract and from the start of our operations, we made every attempt to comply with those terms. A labor schedule was planned to the end that sufficient relief labor hours would be produced, and orders were sent for the number actually needed. On October 3rd, we sent an order for two men, and on October 16th, followed with an order for another men. We were notified that these men would be coming from Portland but after a period of more than a month, finally received verbal notice that these men would not be sent. In the meantime, to start the job, we transported four Jackhammer men from Portland, all of whom were on relief. When it became apparent that our orders for additional men were not being complied with, we tried to get action in the Portland offices, but all to no avail. To sum the matter briefly, we were confronted with the fact that there was no relief labor available near the job and that relief labor would not or could not be sent from Portland.

It was at this point that the Burns relief office deemed it feasible to certify additional men as relief cases, and we were able to get more men on the job. We employed six hand laborers who were on the new lists, and in this manner were able to reach a point close to our quota of hours. We were, in short, forced to employ anyone and everyone available, regardless of his qualifications.

Because of our sincere attempt to comply with the contract specifications and in view of the fact that there existed a considerable lack of cooperation from the employment agencies, I do not feel that I should be penalized in any amount for the existing relief labor insufficiency.

Very truly yours,

J A Lyons

4-9

#1749

February 6, 1936.

American Surety Company of N.Y.
W. J. Lyons, Agent
Yeon Building
Portland, Oregon

Gentlemen:

You are hereby notified that State Highway Contract No. 1749, for the construction of the Nigger Flat Section of the Central Oregon Highway in Harney County has been completed by the contractor, J. A. Lyons, and that final settlement will be made by the State with said contractor for work done under this contract, on or after February 15, 1936.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied; and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information, we wish to advise that the total amount paid the above contractor in connection with this contract will be $23,999.11, including the final payment.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

JM:CE

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1
POST OFFICE BUILDING
PORTLAND, OREGON

FEB 3 1936
OREGON
STATE HIGHWAY

Stencil No. 124

IN YOUR REPLY PLEASE
REFER TO FILE No. Oregon FLH 4-G

February 1, 1936

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the __________ project agreement and certificate for the above numbered project.

Very truly yours,

W. H. LYNCH
District Engineer

By L J Caufield
L. J. Caufield
Highway Engineer

Encls.

Teon

Hwy. 27665

Form P. R. 2

State Oregon

Project No. FLH 4, Sec. 6

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

UNITED STATES DEPARTMENT OF AGRICULTURE

WASHINGTON
GOVERNMENT PRINTING OFFICE
1933

8—5518

Form P. R. 2

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 28th day of October, 1935

by and between the Oregon State Highway Commission, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto; including particularly the amendatory act of June 24, 1930 (46 Stat. 805):

Whereas the Highway Department of said State submitted on the 22nd day of October, 1932, a project statement, which was approved by the Secretary on the 8th day of December, 1932, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for Section 2 of said project which were recommended for approval by the United States District Engineer on the 21st day of August, 1935; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of twenty seven thousand, one hundred twenty eight and 20/100 dollars ($27,128.20) as the share of the United States payable under said act on account of Section 2 of said project, which ~~does not exceed the authorized Federal pro rata share~~ is of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

8—5518

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State
(Include date and citation of act of legislature by which authorized)

(*b*) From other sources **Funds to the extent of $27,128.20 will be made available under act approved May 17, 1935 (Pub. No. 68, 74th Congress).**
(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between **survey station 61+55, a point on the north and south centerline of Section 7, T.22 S., R. 34 E., W.M., and survey station 92+35, the southwesterly end of Section E of said project, a point in the northeast 1/4 of Section 7, T. 22 S., R. 34 E., W. M.,**

, length **0.592 of a** mile~~s~~, in **Harney** County, being Section **G** of **Oregon** project No. **FLH 4**, consisting of **0.592 of a** mile~~s~~ of roadway and **no** bridges, ~~[illegible]~~ of more than 20 feet clear span, o~~[illegible]~~ **known locally as the Nigger Flat Section of the Central Oregon Highway, between official control points Burns and a point on F. A. Route No. 5 at Vale.**

CHARACTER AND METHOD OF CONSTRUCTION

Article III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section [illegible] of said project shall not in any event exceed the sum of twenty seven thousand, one hundred twenty eight and 20/100 dollars ($27,128.20), certified to the Secretary of the Treasury as above mentioned, which ~~[illegible]~~

~~[illegible]~~

~~[illegible]~~ is the approved total estimated cost of Section [illegible] of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to the State Treasurer

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

~~In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile~~ [illegible]

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available)

Chapter 41, Laws of 1927.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the 17th day of Jany, 1936

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Henry F. Cabell

Chairman, State Highway Commission
(Title of officer)

By E.B. Aldrich

Member, State Highway Commission
(Title of officer)

By

Member, State Highway Commission
(Title of officer)

By

(Title of officer)

By

(Title of officer)

SECRETARY OF AGRICULTURE,

By R. E. Boykin
Acting Chief, Bureau of Public Roads.

8—3513

11

Form PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as Project No. FLH 4-G, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 27,128.20 as the total estimated cost of said project, and the sum of $ 27,128.20 as the share of the United States, payable under said acts on account of such project, which ~~does not exceed the authorized Federal pro rata share of~~ is said total estimated cost.

Done at the city of Washington, this 17th day of January one thousand nine hundred and thirty-six

SECRETARY OF AGRICULTURE,

By R. E. Boykin
Acting Chief, Bureau of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE: 1934 8—[illegible]

R H Baldock

January 10th, 1936

COST ANALYSIS--FINAL REPORT

4-4

Central Oregon Highway, Nigger Flat Section, Grading, Contract 1749,
Prefix 13-1005

J. A. Lyons, Contractor
N. A. Toole, Resident Engineer

NOTED
State Highway Engineer

	Cost	Quantity	Unit Cost	Unit Bid	Gross Revenue
Clearing and Grubbing	$ 72.44				$100.00
Trench Excavation	15.40	21.4 C.Y.	0.72	2.00	42.80
Common Excavation	641.05	3096.8 " "	0.207	0.50	1,548.40
Solid Excavation	14871.78	27524.5 " "	0.54	0.70	19,267.15
Overhaul	1576.35	78818.0 Y.Sta.	0.02	0.01	788.18
Truck Haul	1321.25	4718.8 Y.Mi.	0.28	0.15	707.82
Finishing Roadbed & Slopes	696.43	0.59 Mi.	1180.39	300.00	177.00
24" Corr. Iron Culb. Pipe XSTR	448.40	118 L.F.	3.80	5.00	590.00
Selected Roadbed Topping	334.35	856 C.Y.	0.39	0.60	513.60
Hauling Roadbed Topping	377.10	2472 Y.Mi.	0.15	0.15	370.80
Penalty for not Supplying Sufficient Man Hours from Relief Roll.					- 106.64
					$23,999.11
Cookhouse, Camp & Commissary	2482.53				1,478.80
TOTAL	$22,837.48				$25,477.91

Gross Revenue	$25,477.91
Total Cost	22,837.48
Net Profit	$ 2,640.43

Net Profit Equals 10.4% of Gross Revenue

January 10th, 1936

COST ANALYSIS--FINAL REPORT

Central Oregon Highway, Nigger Flat Section, Grading
Contract 1749, Prefix 13-1005

Details of Cost

Labor:		
Labor	$7,077.65	
Supervision (Frank Lyons, Supt.)	759.00	
State Industrial Accident Insurance	230.27	
		$8,066.92
Material:		
24" Corr. Iron Pipe XSTR 118 L.F. at $3.18	$ 375.24	
24" " " " Bands 4 at 3.38	13.52	
		$388.76
Equipment Rental, Supplies & Misc.:		
Equipment Rental	$4,397.00	
Gas, Oil & Grease	1,971.44	
Explosives	2,484.22	
Drill Steel, Bits & Drilling Supplies	471.15	
Small Tools, Office & Misc. Expense	633.80	
Camp Lumber & Supplies	455.33	
Mess House Supplies	1,059.13	
Cartage Moving Equipment In & Out	1,988.25	
Bond	246.22	
Liability Insurance	69.51	
Team	99.00	
Home Office and Overhead	506.35	
		$14,381.80
COST GRAND TOTAL		$22,837.48

January 10th, 1936

COST ANALYSIS--FINAL REPORT

Central Oregon Highway, Nigger Flat Section, Grading
Contract 1749, Prefix 13-1005

REMARKS:

This job was awarded Sept. 5th; work was started Sept. 16th, and was completed Dec. 10th, 1935. The weather was good for fall work. There was some snow and rain but not sufficient to cause delay. The work was completed before severe winter weather set in.

The job consisted chiefly of solid rock excavation. About 5,000 cubic yards of the rock was a hard basalt, and the remainder, about 22,500 cubic yards was a rotten, partly decomposed lava. About 35% of the rock broke in pieces too large to handle with a 1¼ cu. yd. shovel and was plugged and reshot. The cost of drilling and blasting was therefore high, amounting to about $0.315 per cubic yard. A very good powderman kept the rock well shot ahead of shovels, so that the shovel was not delayed.

A 1¼ cu. yd. Lima Shovel and four 3½ Ton trucks, working one eight hour shift per day, made excellent progress. 30,620 cubic yards were excavated in 438 hours shovel operating time, an average of 70 cubic yards per hour.

The contract specified that one man hour employment from relief rolls must be provided for each $7.00 expended. The employment bureau was unable to provide relief labor as requested by the contractor at the beginning of the job, with the result that the job was loaded with useless hand labor on finishing, in an effort to make up the required man hours. The contractor failed by 106.64 man hours to meet requirement, for which he was penalized $1.00 per hour. The man hour requirement increased the contractor's cost about $550.00.

This was a small contract, amounting to only $24,000. The cost of moving the equipment on and off the job amounted to $2,140.00; also the camp and cook house failed to break even by $1,000.00. The contractor made a fair profit considering all the difficulties.

E. H. Clymer
Cost Analyst

4-9

#1749

January 8, 1936.

American Surety Company of New York
W. J. Lyons, Agent
Yeon Building
Portland, Oregon

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to J. A. Lyons, on contract No. 1749, for the construction of the Higger Flat Section of the Central Oregon Highway in Harney County.

This payment will be made on or after January 18, 1936.

Kindly acknowledge receipt of this letter.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

JM:CE

4-g

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO. No. 8

POST OFFICE BUILDING
PORTLAND, OREGON

January 7, 1936.

Mr. R.H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Final inspection of Oregon FLH 4-G, Nigger Flat Section, Central Oregon Highway, Harney County, was made by a representative of this office on December 11, 1935. Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L J Caufield
L. J. Caufield
Highway Engineer

cc Mr. Baldock

[illegible]

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

49

December 26, 1935

IN REPLY PLEASE REFER TO FILE NO.

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Attention Mr. E. G. Smith:

Dear Sir:

All work on the Nigger Flat section of Central Oregon Highway in Harney county, Contract No. 1749, was satisfactorily completed by contractor J. A. Lyons on December 10, 1935.

The total cost of the work was $25,307.75 as compared with the project authorization of $27,128.90.

The total excavation on the project was exceptionally close to the estimated amounts but the common excavation overrun some 2500 yards. The original ground surface showed rock but during excavation it was found that on a portion of the project this rock was a crust covering common materials, accounting for the overrun in common excavation and the under run of rock excavation.

Selected roadbed topping overrun 14%. The reason for this overrun was insufficient fine materials were available for finishing and it was necessary to use slightly more topping than estimated in order to secure a satisfactory riding surface.

The contractor furnished 3416.5 hours of relief labor, whereas, he needed 3443.67. He is therefore 27 relief hours short of the amount set forth in the contract.

Very truly yours,

Division Engineer.

WCW V

cc Mr. Baldock

Form 333—5M—8-34

49

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Dec. 12, 1935

Section Nigger Flat

Kind of work Grading

Highway Central Oregon

Section prefix 13-1005

Contractor J. A. Lyons

Contract number 1749

Date of contract Sept 5, 1935

Date of completion April 30, 1936

Date work started Sept 16, 1935

Estimated date of completion Dec. 10, 1935

Amount of contract $24662.00

Per cent of time elapsed 39 %

Estimated cost of completed project, exclusive of engineering $24662.00

Per cent of contract completed, based on total contract price 100 %

Engineering costs to date, $1300, 5.3 %

Date project was completed Dec. 10, 1935

General information covering progress of work by party and by contractor, important developments, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The contractor finished graveling Sunday noon. He bladed road monday and tuesday and the job was completed.

Signed N. A. Toale

Address Juntura

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.59				
Miles partially completed	0.59				
Miles completed	0.59				
Total estimated quantities	30590				
Estimated quantities moved or placed to date	28000				
Average daily quantities	330				
Average daily quantities necessary to complete project on time	—				
Number shifts per day	1				
Hours per shift	8				
Average force on project for week	6				

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	Mult. COUNTY	Harney COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men	2	4					6
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels 1, Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....,

Compressors 2, Bull dozers ...., Sheet-foot rollers ...., 4 Trucks ...., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Snow	None	
Monday	Rain	None	
Tuesday	Fair	None	Job Completed today
Wednesday			
Thursday			
Friday			
Saturday			

4-9

November 16, 1935

Mr. J. A. Lyons
Highway Contractor
Burns, Oregon

Dear Mr. Lyons:

Reference is made to your letter of October 30th, concerning the obtaining of relief labor for your work on the Bigger Flat Section in Harney County.

From your pay rolls, it appears to me that you have been fortunate, rather than unfortunate, in obtaining relief labor, as without having resorted to hand labor methods on any part of your work, and without having carried any overplus of labor on your pay roll, you have to date very nearly met the relief labor requirement.

Our estimates of completed work indicate that on November 10th, your contract was approximately 56 per cent complete. Labor reports indicate that on November 10th approximately 50 per cent of the required relief labor had been furnished.

It was not intended or expected that the relief labor requirement could be met without the performance of a considerable part of the work by hand methods or in some manner providing an excess of labor of the classes that are available from the relief rolls. My suggestion to you is, therefore, that you immediately organize a hand labor crew and perform a part of the remaining work by hand labor methods. This is only a suggestion, of course, as it is not a duty of mine to tell you how to conduct your work.

Under the provisions of your contract, the furnishing of relief labor is placed on the same basis as the furnishing of materials for the work. The contractor is expected to ascertain what classes of relief labor are available and to adjust his methods accordingly, the same as he is expected to ascertain what materials are available and what kinds of materials are to be encountered and to adjust his methods to suit. If you will work along that line, Mr. J. A. Lyons - 2 November 16, 1935

I am sure you will experience no difficulty in meeting the specified requirements.

Very truly yours,

State Highway Engineer

J. A. LYONS
CONTRACTOR
ROAD CONSTRUCTION AND EXCAVATING
TELEPHONE TRINITY 2841

~~2105 N. E. HALSEY ST.~~
~~PORTLAND, OREGON.~~

NOV 1 1935

Burns, Oregon.
October 30, 1935.

Mr. R.H.Baldock
Oregon State Highway Engineer,
Salem, Oregon.

Dear Sir:

I am enclosing herewith letter from Frank Lyons at Burns, Oregon, regarding labor situation on Nigger Flat Section of the Central Oregon Highway, State Contract No.1749.

We have been making every effort possible to live up to the terms of the contract regarding employment of men from relief rolls but from present indications we will fal short the required number of relief hours. I am giving you this information in the hope that you may offer some suggestion which will relieve the situation.

Yours very truly,

J.A.Lyons

J. A. Lyons

J. A. LYONS
CONTRACTOR
ROAD CONSTRUCTION AND EXCAVATING
TELEPHONE TRINITY 2841

~~3305 N. E. HALSEY ST.~~
PORTLAND, OREGON.

Burns, Oregon.
October 25, 1935.

Mr J. A. Lyons
3305 N.E. Halsey Street,
Portland, Oregon.

Dear Sir:

In accordance with the terms of our contract for the construction of the Nigger Flat Section of the Central Oregon Highway, we shall be required to use 3522 hours of labor from the public relief rolls. I have made every effort to conduct operations in ord r to comply with these conditions but to date with the contract about half complete we have used but 1277 hours of relief labor. It is evident therefore that some immediate action be taken to correct the situation.

On October 3rd I sent a requisition for a Sloper and a Jackhammer helper to be sent us from relief rolls, and on October 16th asked that a Jackhammer Operator be sent. A letter from Mr Clark Price, National Reemployment Service at Ontario, informed me that the first two were being sent from Portland. Mr Charles Paradis informed me on October 16th that the latter would be sent at once. To date none of these men have appeared on the job and the situation is becoming serious. It would seem as though there is either a lacking of relief men who will work or there is a lack of cooperation with the relief agencies. I am attempting to cooperate in every way but it is obvious that with the job continuing as now that we may be subjected to a heavy penalty.

With no qualified men on Relief in this section of the State and with none forthcoming from Portland, shall we continue? Please advise.

Sincerely,
Frank

Frank Lyons

4 g

November 12, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

We are enclosing herewith the copies of project agreement for the Nigger Flat Section, Project No. FLH 4-G. The date of signing of the papers by the Highway Commission, inadvertently omitted when the papers were sent to you previously, has been written in.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dist. by J. W. Nash/GS

Encl.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.________

POST OFFICE BUILDING
PORTLAND, OREGON

November 6, 1935

Mr. R. H. Baldock
State Highway Commission
Salem, Oregon

Dear Sir:- Re:Oregon FLH No. 4-G

The project agreement (in duplicate) received today with your November 5th letter for the above project does not show the date it was signed by the Highway Commission. Please enter the date on both copies and return them to this office.

Very truly yours,

W. H. LYNCH
District Engineer

By F. H. Andrews
F. H. Andrews
Sr. Highway Engineer

Encls.

RH [illegible]

49

COST ANALYSIS TO NOVEMBER 10th, 1935

Central Oregon Highway, Nigger Flat Section, Grading, Contract 1749, Prefix 13-1005

NOT

J. A. Lyons—Contractor
N. A. Toole—Resident Engineer

	Cost	Quantity	Unit Cost	Unit Bid	Gross Revenue
Clearing & Grubbing	$62.76	100 %			$100.00
Trench Excavation	7.70	11 C.Y.	0.70	2.00	22.00
Common Excavation	871.10	4,148 " "	0.21	0.50	2,074.00
Solid Excavation	8,542.60	14,479 " "	0.59	0.70	10,135.30
Overhaul	862.20	30,000 Y S	0.03	0.01	300.00
Truck Haul	646.65	2,700 Y.M.	0.24	0.15	405.00
24" Corr. Iron Pipe XSTR	434.15	118 L.F.	3.67	5.00	590.00
Miss House	1,289.74				818.80
	$12,716.90				$14,445.10

Gross Revenue	$14,445.10
Total Cost	12,716.90
Net Profit	$1,728.20

Net Profit equals 12% of Gross Revenue

NOTE: About 5,000 Cu. Yds. of rock is drilled and blasted ahead but has not been moved. The cost of drilling and blasting this 5,000 Cu. Yds., amounting to about $1600 has not been included in this report but will be included in a later report after material is moved and the quantity has been included in the estimate.

November 21, 1935

COST ANALYSIS TO NOVEMBER 10, 1935

Central Oregon Highway, Nigger Flat Section, Grading, Contract 1749, Prefix 15-1005

J. A. Lyons, Contractor
M. A. Toole, Resident Engineer

Details of Cost

Labor:		
Labor	$3,900.00	
Supervision (Frank Lyons, Supt.)	368.00	
State Industrial Accident Insurance	134.07	
		$4,402.07
Material:		
24" Corr. Iron Pipe XSTR, 118 L.F. $3.18	$375.24	
24" Corr. Iron Pipe Bands 4 Bands $3.38	13.52	
		$388.76
Equipment Rental, Supplies, and Miscellaneous:		
Equipment Rental	$2,287.50	
Gas, Oil & Grease	1,068.42	
Explosives 60% of $2,494.65	1,496.80	
Small Tools and Misc. Supplies	572.39	
Drill Steel, Bits & Drilling Supplies	471.11	
Camp Lumber & Supplies 60%	268.36	
Mess House Supplies	737.17	
Moving Expense	818.55	
Bond 1% of Gross Revenue	136.26	
Liability Insurance	69.51	
		$7,926.07
Cost Grand Total		$12,716.90

November 21, 1935

Contract 1749, Prefix 13-1005

Remarks:

This job was bid September 5th; work was started September 16th, and to November 10th, about 60% of the work was completed. The weather has been ideal for fall and winter work.

The job consists chiefly of solid rock excavation. About 5,000 Cu. Yds. of the rock was a hard basalt, but the remainder is a rotten decomposed lava. The rock broke up in large pieces, and about 35% had to be plugged and reshot. The cost of drilling and blasting is therefore high, amounting to about $0.32 per Cu. Yd. A 2 yard shovel could have handled most of the rock without secondary shooting, but this small job did not warrant the expense of moving in a large shovel.

A 1¼ Yd. Lima Shovel and four 3½ ton trucks, working one 8-hour shift per day, have made good progress and have excavated 18,627 Cu. Yds in 297 hours, and average of 63 Cu. Yds. per hour shovel operating time.

The cost of moving equipment in and out, which will be about $2,200, the cost of constructing and then breaking camp, which will be about $750, and the loss on the cook house due to small crew, which will be about $600, are some of the factors that have increased the unit costs on this small $24,000 job.

Also the employment bureau did not supply men from relief rolls as requested by contractor at the beginning of the job, with the result that the job will have to be loaded with men from relief rolls (if available) with needless hand labor on finishing, which will result in about $400 extra expense to the contractor.

If good weather prevails so that the contractor can finish by Dec. 15th, the job will show a fair profit.

49

October 14, 1935

Mr. H. E. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement for the Bigger Flat Section, Project No. FLH 4-C.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dist. by J. W. Nash/GS

Encl.

Oregon State Highway Department

Federal Lands Highway
Project No. FLH 4-0

DIGGER FLAT SECTION OF THE
CENTRAL OREGON HIGHWAY IN HARNEY COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, September 16, 1935

All Required		Clearing and Grubbing		$ 100.00
40	cu. yds.	Trench Excavation	$ 2.00	80.00
550	cu. yds.	Common Excavation	0.50	275.00
30,000	cu. yds.	Solid Rock Excavation	0.70	21,000.00
79,000	yd. sta.	Overhaul	0.01	790.00
4,700	yd. mi.	Truck Haul	0.15	705.00
.59	mile	Finishing Roadbed and Slopes	300.00	177.00
130	lin. ft.	24" Extra Strength Corr. Iron Pipe	5.00	650.00
750	cu. yds.	Selected Roadbed Topping	0.60	450.00
2,900	yd. mi.	Hauling Roadbed Topping	0.15	435.00
			Subtotal	$ 24,662.00
			10% Engr. & Cont.	2,466.20
			Total	$ 27,128.20

Length	0.592 mile
Cost per mile	$ 45,824.66

Federal Lands Highway Funds Requested- - - - - - - - - - - - - -$ 27,128.20

State Funds for Constr: Chap. 175, laws 1917; Chap. 31, laws 1920
State Funds for Maint: Chap. 41, laws 1927

7 LH 4-9

September 19, 1935.

Mr. J. A. Lyons
3305 N. E. Halsey Street
Portland, Oregon

Dear Sir:

By express we are forwarding to you a fully executed copy of contract No. 1749 awarded to you on September 5, 1935, for the grading of the Nigger Flat Section of the Central Oregon Highway in Harney County.

This copy is for your records and files.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

JM:CE

FORM 5-H-1 22944 500 6-35
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

IN REPLY PLEASE
REFER TO FILE NO.

In your reply please refer to file
49

September 8, 1936

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Attention Mr. W. C. Smith

Dear Sir:

I am enclosing herewith my estimate of cost for the comparision of bids on the Chimney Creek-Juntura and Bigger Flat Sections of the Central Oregon Highway in Harney County.

Very truly yours,

W. C. Williams

W. C. WILLIAMS
Division Engineer

WCW:MA
enc.

cc R. H. Baldock

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.________

POST OFFICE BUILDING
PORTLAND, OREGON

September 5, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence in award of contract, as of this date, for Oregon Federal Lands Highway Project No. FLH 4-G, Nigger Flat section of the Central Oregon Highway, to J. A. Lyons, Portland, Oregon, who submitted the low bid.

Very truly yours,

W. H. LYNCH
District Engineer

By F E Andrews
F. E. Andrews
Sr. Highway Engineer

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO.________

POST OFFICE BUILDING
PORTLAND, OREGON

August 21, 1935

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

The plans, specifications and estimate for Oregon Federal Lands Highway Project No. 4-G, the Nigger Flat Section of the Central Oregon Highway, have today been recommended for approval. This is your authority for advertising.

Prompt submission of the agreement estimate and bid tabulation will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L Caufield
L. J. Caufield
Highway Engineer

49

August 19, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate to accompany plans and specifications for the Nigger Flat Section, Federal Lands Highway Project No. FLH 4-G.

Five blueprint plans and one advance copy of the bid proposal are being sent under separate cover.

We have sent maps, showing the ownerships of the lands traversed by this project, to the Register of the U. S. Land Office for certification of the government-owned lands. It is expected these maps will be returned to this office in the next day or two at which time they will be forwarded to you.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department

Federal Lands Highway
Project No. FLH 4-C

[illegible] FLAT SECTION OF THE
CENTRAL OREGON HIGHWAY IN HARNEY COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, August 19, 1935

All Required		Clearing and Grubbing		$ 200.00
40	cu. yds.	Trench Excavation	$ 1.50	60.00
550	cu. yds.	Common Excavation	0.35	192.50
30,000	cu. yds.	Solid Rock Excavation	0.90	27,000.00
79,000	yd. sta.	Overhaul	0.02	1,580.00
4,700	yd. mi.	Truck Haul	0.20	940.00
.59	mile	Finishing Roadbed and Slopes	600.00	354.00
130	lin. ft.	24" Extra Strength Corr. Iron Pipe	3.50	455.00
750	cu. yds.	Selected Roadbed Topping	0.30	225.00
2,900	yd. mi.	Hauling Roadbed Topping	0.15	435.00
			Subtotal	$ 31,441.50
			10% Engr. & Cont.	3,144.15
			Total	$ 34,585.65

Length 0.592 mile

Cost per mile $ 58,421.70

Federal Lands Highway Funds Requested..........................$ 34,585.65

CONTRACT#1750,

SEE:

CONTRACT#1743,

5[illegible]

1750 [illegible] : Contract [illegible]

CONTRACT#1751,

136-C Horse Ranch-Silver Lake Sec. 1936

1751

STATE OF OREGON

$15,000,000 Application

Series No. 1.

136-U

Project

HORSE RANCH-SILVER LAKE SURFACING

Form 1
Federal Emergency Administration
of Public Works

State of Oregon
Project No.____

FEDERAL EMERGENCY ADMINISTRATION OF PUBLIC WORKS

INTERIOR DEPARTMENT BUILDING
Washington, D. C.

APPLICATION FOR LOAN

- - - - - - - -

ADMINISTRATOR, FEDERAL EMERGENCY ADMINISTRATION OF PUBLIC WORKS

THROUGH STATE ADMINISTRATOR AT PORTLAND, OREGON.

Sir:

1. Application is hereby made by the Honorable Julius L. Meier, Governor of Oregon, of Salem, Oregon, for the approval of the project herein described, and for allocation by the United States of the sum of $21,484 to provide for its construction, under the provisions of Section 202 and/or 203, 206, 207 and 208; National Industrial Recovery Act, approved June 16, 1933.

2. Legal authority and identity of the applicant is disclosed by Exhibit No. 1 attached hereto and made a part hereof.

3. Descriptions of work proposed. A complete set of drawings, accompany this application.

   a. Character of project: Horse Ranch-Silver Lake, 16.38 miles - Fremont Highway.

   This project contemplates the surfacing with pit-run gravel of a section of the Fremont Highway in Lake County which becomes very muddy during the spring and winter.

   The Fremont Highway is developing into an important north and south interstate highway, connecting Portland, Lakeview, Reno, Nevada, and California points south thereof.

b. Work has not been started.

c. Construction plans are in the process of preparation.

d. Contracts can be advertised immediately after approval.

e. Construction can be completed within three months.

f. This application covers Projects 33 and 34 of the group of State Highway projects in the $15,000,000 program shown in Exhibit No. 2.

g. Approval by Federal, State or Municipal authorities is not required.

4. a. Estimated total cost of this project is $21,484.

   (1) Construction work, exclusive of land:

      (a) Labor, $ 9,220.

      (b) Material, $ 9,220.

      (c) Engineering and contingencies, $ 1,844.

      (d) Interest during construction, $ 1,200

      (e) Detailed estimate of cost is attached hereto and marked Exhibit No. 3.

   (2) Cost of land. No right-of-way will be required.

   b. Estimated expenditures by months after commencement of project, $ 7,160.

5. Financial status of applicant.

   a. For States and Municipalities, or other Public Bodies:

   (1) What is present total bonded indebtedness of applicant? State Highway bonded indebtedness, $27,979,250; Oregon Veterans' State Aid Bonds, $25,465,000; Oregon District Interest Bonds, $2,172,760; Oregon Farm Credit Bonds, $263,000.

   (2) Are there overlapping debts on this project? No.

   (3) What is limit of bonded indebtedness of applicant authorized by Law? Under the State Constitution the State may incur for State highway or bridge construction a bonded indebtedness in a sum not in excess of $41,511,778.00.

The State Constitution permits for such purpose an indebtedness which shall not exceed four per cent. of the assessed valuation of the State. The assessed valuation of the State for 1932 was $1,037,794,463.28.

(4) What authority has applicant to issue bonds or other securities for this work? Chapters 399, 297 and 15, General Laws of Oregon, 1933, and Sections 44-107, 44-111, 44-4031, 44-4032 and 44-4033, Oregon Code 1930, copies of which marked Exhibit No. 1 are attached hereto and made a part hereof.

(5) Is the budget of the applicant balanced? Yes.

Attach complete financial statement for latest fiscal year, and a statement showing receipts and expenditures for the four years preceding. Exhibit No. 4 attached hereto and made a part hereof is the financial statement of the Highway Commission and Exhibit No. 11, analysis of Oregon general fund defecit.

(6) What percentage of taxes is now delinquent, and how long outstanding? No State tax delinquent. The counties are required by law to pay to the State Treasurer out of the first taxes collected by the counties the tax due the State.

(7) Report of Highway Commission: There is attached hereto marked Exhibit No. 5 and made a part hereof a study and report reflecting probable net revenues accruing to the Oregon State Highway Commission.

(8) Estimated fixed requirements. There is attached hereto and marked Exhibit No. 6 the estimated fixed requirements for the Oregon State Highway system.

(9) Revenues applicable to the $15,000,000 application: There is attached hereto marked Exhibit No. 7 and made a part hereof a statement of the yearly requirements to finance the Oregon State Highway system plus P W A loans.

(10) Annual payments: There is attached hereto marked Exhibit No. 8, a table showing annual payments necessary to amortize the $15,000,000 loan.

6. Brief statement covering -

a. Necessity or convenience of projects - have they been approved locally? Yes.

b. How approved? By written endorsement of the following officials, copies of which endorsements marked Exhibit No. 9 are attached hereto and made a part hereof:

Governor Julius L. Meier
Oregon State Highway Commission

c. What general classes of labor or construction personnel will it benefit? Common laborers, supervisors and highway workers in general.

How many man-hours required? 14,200

d. Brief general description of project and any additional pertinent information to be attached. Project has been described under preceding sub-heads. As pertinent information there is attached hereto and marked Exhibit No. 10, and made a part hereof Federal requirements pertaining to employment of labor, subcontracting, use of domestic materials, etc., which provisions will be incorporated in contracts for construction of said projects.

7. REMARKS:

This project is earnestly recommended as a project which will fit in and accommodate itself most effectively to the requirements and purposes of the National Industrial Recovery Act, and therefore favorable consideration is urged.

Very respectfully submitted

STATE OF OREGON

By JULIUS L. MEIER
As Governor

J. M. Devers
Attorney for Applicant.

STATEMENT

This statement is made in response to the requirements of the Administrator as disclosed in its Circular No. 2, dated August 1, 1933.

For the convenience of those whose task it will be to examine this application we shall discuss and present the points in the order in which they are given and with respect to the topical references employed in Circular No. 2.

II. SUMMARIZED GENERAL INFORMATION.

(a) This application is made by the State of Oregon through its Governor. The formal application is found on pages 1 to 4, inclusive, of the compiled documents attached hereto.

(b) Correspondence with respect to this matter may be addressed to Mr. J. M. Devers, State Office Building, Salem, Oregon.

(c) The applicant's attorney is J. M. Devers, who is an Assistant Attorney General for Oregon and Attorney for the Oregon State Highway Commission, with offices in the State Office Building, Salem, Oregon.

(d) The name of the State Highway Engineer is R. H. Baldock, with offices in the State Office Building, Salem, Oregon.

(e) The population of the State of Oregon for 1910 was 672,765; for 1920, 783,399; for 1930, 953,786.

III. THE LOAN REQUESTED.

(a) The amount of the loan and grant requested in this application is $21,484, which amount it is requested be made available as follows: 30 per cent or $6,085 as a grant, and 70 per cent plus interest during construction or $15,399 as a loan.

(b) Chapter 297, Oregon Laws, 1933, a copy of which is in Exhibit No. 1 of this application, authorizes the State of Oregon to borrow funds from the government for the purpose of constructing public works.

To insure payment of said loan, the State will assign out of its current annual revenues obtained from motor vehicle license fees, motor transportation fees, and gasoline tax, a sufficient amount to meet the annual installment on said debt, both interest and principal.

(c) It is desired that the said loan mature in thirty years and that annual payments be made thereon as disclosed in the following section.

(d) The State prefers the leasing method made available by the government as disclosed in Circular No. 1. It is suggested that said loan be paid pursuant to the following table:

Total Estimated Cost....................	$ 21,484
Total Estimated Cost (exclusive of interest during construction).........	20,284
Govt. Grant 30% of Labor and Materials...	6,085
Govt. Loan 70% of Labor and Materials...	14,199
100% of Interest During Construction.....	1,200
Total Government Loan....................	15,399

Table of Annual Payments
Amortization Period 30 Years -- Interest 4%

Year	Unpaid Balance at Beginning of Year	Payment on Principal at End of Year	Interest Payment at End of Year	Total Payments at End of Year
1	$15,399	$ - -	$ - -	$ - -
2	15,399	- -	- -	- -
3	15,399	- -	616	616
4	15,399	- -	616	616
5	15,399	- -	616	616
6	15,399	365	616	981
7	15,034	382	601	983
8	14,652	403	586	989
9	14,249	425	570	995
10	13,824	446	553	999
11	13,378	467	535	1,002
12	12,911	488	516	1,004
13	12,423	510	497	1,007
14	11,913	531	476	1,007
15	11,382	552	455	1,007
16	10,830	573	433	1,006
17	10,257	595	410	1,005
18	9,662	616	386	1,002
19	9,046	637	362	999
20	8,409	658	336	994
21	7,751	680	310	990
22	7,071	701	283	984
23	6,370	722	255	977
24	5,648	743	226	969
25	4,905	764	196	960
26	4,141	786	166	952
27	3,355	807	134	941
28	2,548	828	102	930
29	1,720	849	69	918
30	871	871	35	906

(e) Funds will be required in the following amounts and upon the following dates: Thirty days after construction work has started 33 per cent of the contract price will be required, for the following two months approximately 33 per cent per month will be required.

IV. THE PROJECTS.

(a) There are attached to this application drawings reflecting the type, design and character of highway to be built. There are also attached hereto and found in Exhibit No. 3 an estimate of the cost of the project and the certificate of R. H. Baldock, State Highway Engineer, under whose supervision said drawings and estimate were made.

(b) The total estimated cost of the project predicated upon current prices which are uncertain because of a steady advance in the cost of materials is $21,484. The details of this estimate may be found in Exhibit No. 3 attached hereto.

(1) The preliminary expenses have been met out of state highway funds.

(2) No rights of way costs are anticipated.

(3) Construction costs are given in detail in Exhibit No. 3 attached hereto. Of the total cost of said project; namely, $21,484, it is estimated that $9,220 will go to labor, and $9,220 for materials.

(4) The engineering costs are estimated at $1,844; no contingencies are anticipated.

(5) The legal administration and other overhead charges will be taken care of by the Highway Department out of state highway funds.

(6) Interest charged during construction will amount to approximately $1,200.

(7) There are no miscellaneous costs anticipated at this time other than such additional costs as may result from an increase in the market price of materials and labor. Should such costs materially increase, then, of course, it will be necessary to increase the amount of the loan and grant to correspond.

(c) The proposed project, together with the other projects covered in the proposed $15,000,000 application, will further the Oregon State Highway System and is also a part of the Federal Highway System and is interstate in character. It carries a large volume of motor vehicle traffic and contributes materially to the development of the State.

This highway since it is in the vicinity of the Pacific Coast will materially aid the government in the movement of troops and supplies should the government be called upon to defend itself from attack on the western coast. All of the projects here proposed for construction will have a capacity sufficient to permit the transportation of ordnance, munitions and such other supplies as are ordinarily transported by highway during time of war, and, therefore, these projects will in that respect contribute to the national defense.

(d) This highway, as already stated, is a part of the state highway system, which comprises 4,700 miles of primary highways, and 2,000 miles of secondary highways, and is also a part of the Federal Highway System.

(e) The Legislature in its 1933 session created by law a State Advisory Committee to cooperate with the government in the proposed public works program. This Committee has approved this project as a meritorious project to be promoted under the public works program.

(f) This and the other projects are state-wide projects.

(g) This project has been given general approval by the Governor of the State; the State Committee created by the legislative act; the United States Bureau of Public Roads; United States Senator Charles L. McNary; United States Senator Frederick Steiwer; Honorable Charles F. Martin, Member of Congress; Honorable James W. Mott, Member of Congress; and Honorable Walter M. Pierce, Member of Congress.

(h) There are no objections so far as we are able to ascertain.

(i) This project is on the Primary State Highway System.

(j) The drawings and specifications are in process of preparation for this project and contracts can be awarded at once. This project can be completed within three months.

(k) It is estimated that approximately 35 men can be employed on this project during the period of construction, which will cover, as stated, approximately three months.

V. REVENUES AND EXPENSES.

(a) This project is, as stated, part of the highway system from which no revenue has accrued other than the revenue which results from the use of motor vehicles.

VI. FINANCIAL DATA.

(a) Assessed valuation of taxable property in the State of Oregon.

March 1, 1930	$1,125,160,592.37
March 1, 1931	1,092,807,215.08
March 1, 1932	1,037,794,463.28

Exact total valuations of personal property cannot be shown separately for the reason that real and personal properties of utilities are not assessed separately. It is estimated by the State Tax Commission, however, that valuations of railroads comprise 8% in personal property, that valuations of car companies are 100% personalty, and that the properties of all other utilities comprise 4% personalty.

The ratios of assessed to actual valuations are as follows:

	Assessed Valuation	Actual Valuation	Assessment Ratio %
1930	$1,125,160,592.37	$1,952,041,417.38	57.64
1931	1,092,807,215.08	1,939,686,614.33	56.34
1932	1,037,794,463.28	1,851,937,866.47	56.04

(b) Gross funded debt at date of application was as follows:

Oregon District Interest Bonds	$ 2,172,760
Oregon Farm Credit Bonds	263,000
State Highway Bonds	27,979,250
Oregon Veterans' State Aid Bonds	25,465,000

The foregoing represent all of the funded debts of the State of Oregon.

Oregon District Interest Bonds

The Oregon District Interest bonds were issued for the purpose of providing funds with which to pay the interest on bonds of approved irrigation districts for a period of not to exceed five years. The bonds are general obligations of the State of Oregon and were issued under authority of Article XI-B of the state constitution, which article was repealed by vote of the people on November 4, 1930. No more of such bonds can be issued and they cannot be refunded.

Oregon Farm Credit Bonds

The Oregon Farm Credit bonds were issued for the purpose of making loans upon first mortgages on farm lands within the state. The loans are limited in amount to fifty per cent. of the value of the lands, and to not more than $50 per acre.

While the constitution authorized the issuance of such bonds in an amount not to exceed two per cent. of the assessed valuation of the State or approximately $2,000,000, the total of bonds issued amounted to only $450,000, of which $263,000 are outstanding. The bonds are offset by first mortgages on farm property, and have been self-supporting without the necessity of a tax levy. There have been no such bonds issued since June 1, 1917.

Oregon State Highway Bonds

Oregon State Highway bonds were issued pursuant to Article XI, section 7, Oregon Constitution and Chapters I to XI inclusive of State laws now codified under Title XLIV, Oregon Code 1930, as amended.

The bonds and interest thereon are payable from any moneys in the State highway fund, including receipts from motor vehicle fees and a five cent per gallon gasoline tax.

Oregon Veterans' State Aid Bonds

Oregon Veterans' State Aid bonds were issued under authority of Article XI-C, Oregon Constitution, and laws now codified under sections 66-101 to 66-137, Oregon Code 1930, as amended by Chapter 66, Oregon Laws, 1933. Such bonds may be issued up to three per cent. of the assessed valuation of all property in the State or to the amount of approximately $30,000,000. Receipts from the sale of the bonds were loaned or paid as cash bonuses to honorably discharged Oregon war veterans. The bonds and the interest thereon are paid from receipts from interest on, and repayments of principal of, loans to veterans and from an annual one-half mill ad valorem tax on all property in the State.

(c) Sinking Funds.

There is no sinking fund for payment of Oregon District Interest bonds. The bonds are virtually serial in character and are payable both as to principal and interest from legislative appropriations. On August 1, 1933, the sinking fund for the $263,000 Oregon Farm Credit bonds consisted of $246,300.12 in five per cent. first mortgages on farm lands in Oregon, $15,000 in Oregon Farm Credit bonds repurchased, $1,231.10 in cash, $22,482.01 in foreclosed farm property, and $7,961 in contracts on foreclosed properties resold under contract.

Oregon State Highway bond issues mature serially in instalments of one-fortieth of the principal upon each semiannual interest date beginning five years from issue date. There is no sinking fund but the full amount of the State highway fund is available for payment of maturing bond principal and interest. The cash balance in the State highway fund on July 31, 1933 was $2,679,033.44.

The sinking funds for Oregon Veterans' State Aid bonds on August 1, 1933 consisted of $911,276.75 in state and municipal bonds,

$226,037.44 in State of Oregon endorsed general fund warrants bearing 5 per cent. interest, a transfer of $270,000 to the general fund bearing 4.93 per cent. interest, $20,615,825.19 in first mortgages on real property, $425,949.06 in realty contracts receivable covering foreclosed property resold, $1,633,114.63 in foreclosed city property, $924,021.36 in foreclosed farm property and $203,068.62 in cash.

(d) The gross floating debt of the State of Oregon on August 22, 1933 was $850,396.33 in endorsed general fund warrants bearing interest at five per cent. per annum until called for payment. All warrants endorsed up to and including July 31, 1933 had been called for payment by August 28, 1933. There are no amounts owing by the State on account of money borrowed in anticipation of taxes or in contemplation of creation of funded debt.

(e) The statement of bonded and warrant indebtedness of Oregon and of civil subdivisions of the State on July 1, 1932, the last date for which the summary was prepared, shows:

Bonds Outstanding	$213,003,712.67
Warrants and other obligations outstanding	15,084,826.14

(f) All outstanding financial obligations of the State of Oregon as of August 1, 1933 and of civil subdivisions thereof as of July 1, 1932, have been reported in (b), (d), and (e) above.

(g) There have been no defaults in the payment of the principal or interest on bonds of the State of Oregon at any time. As stated above under (d) the State is indebted for a moderate amount of outstanding endorsed warrants. Notwithstanding the existence of a deficit in the general fund for about 10 years, it is anticipated that the state will be on a cash basis by the end of 1934.

(h) The 1933 tax rate for general State purposes is $2.867 per $1000 and for elementary school taxes $2.00 per $1000. The average 1933 tax rate for counties is $12.618 on $1000.

(i) Taxes levied by the State for general State purposes only for the last three years and for 1933 are as follows:

1930	$4,633,067.68	Collected in full.
1931	4,592,627.91	Collected in full.
1932	No levy	
1933	2,975,837.92	$1,464,885.47 collected of first half amounting to $1,487,918.96. Last half not due until Dec. 1, 1933.

(j) Taxes are levied in December of each year and levies of subdivisions must be in the hands of assessors by December 1 of each year, but assessors may grant extensions of time for filing levies, upon application in writing. (Sections 69-431 and 69-604, Oregon Code 1930).

Taxes are due in semiannual instalments of one-half each on May 5 and November 5 of each year, and if not paid on those dates they are delinquent. (Section 69-720, Oregon Code, 1930, as amended by Chapter 224, General Laws of Oregon, 1931 and Chapter 326, Oregon Laws, 1933.)

Under the provisions of Chapter 326, Oregon Laws, 1933, effective January 1, 1934, taxes will be payable quarterly in instalments of one-fourth each on March 15, June 15, September 15 and December 15 of each year beginning with the year 1934, and a rebate of 2% will be allowed on each quarter of the taxes for each full period of three months by which the payment of such quarter precedes the due date thereof. Under the new law interest is to be charged and collected on any tax or quarter of a tax, not paid when due, at the rate of 2/3 of 1 per cent. per month or fraction of a month until paid. All taxes or quarters of taxes for 1934 and subsequent years not paid on or before the fifteenth of December will be delinquent.

(k) There are no penalties on delinquent taxes except under the five-year payment plan, as to taxes for 1930 and prior years. Under the terms of Chapter 462, Oregon Laws, 1933, all penalties and interest on such taxes are cancelled. Such taxes are due and payable in 10 equal semiannual instalments beginning with the date of July 1, 1933. Interest accrues on the unpaid instalments at the rate of 2/3 of 1 per cent. per month until paid. If any instalment is not paid on or before its due date, a penalty of 2 per cent. of the particular instalment is added thereto. If three instalments of delinquent taxes against any tract of real property, including personal property taxes charged thereon, shall be due, the tax collector shall issue to the county a certificate of delinquency covering such delinquent taxes, with penalties and accrued interest charged against the particular tract. Such certificates are to be foreclosed immediately by the county. Delinquent taxes with penalties and interest, on personal property for 1930 and prior years are subject to foreclosure upon non-payment of one instalment of such taxes.

(l) Complete statements of receipts to, and disbursements from, the various funds of the State of Oregon for the biennium of October 1, 1930 to September 30, 1932, and for the biennium of October 1, 1928 to September 30, 1930, will be found on pages 951 to 965, Oregon Laws, 1933, and on pages 939 to 950, Oregon Laws, 1931, respectively.

Drastic economies were effected by the 1933 legislative assembly. Only $6,676,333.36 was appropriated to be paid from the general fund, compared with $9,865,756.22 for the biennium 1931-32. Both sums represent the net figures after deducting vetoed appropriations and educational appropriations suspended and defeated by the voters under the referendum. There were no appropriations of any consequence for capital outlays for the biennium 1933-34. The total estimated expenditures for the year 1933 are $3,338,166.67 or one-half the appropriations for 1933-34. The estimated revenues for the year 1933 are $5,265,047.58. The difference will reduce the deficit in the general fund from an amount of $3,929,000 as of December 31, 1932, to approximately $2,000,000 on December 31, 1933.

(m) As already stated elsewhere herein the highways in connection with which these projects are to be constructed are major highways of the State. They are interstate in character and serve as a means of transportation for the movement of commerce both intra and interstate.

VII. LEGAL DATA.

(a) While this application is made by the Governor of the State it is made for and on behalf of the State Highway Commission, which is authorized by the laws of the State to build, construct, and maintain state highways. In Exhibit No. 1 attached hereto will be found a copy of a portion of the statute by which was created the Oregon State Highway Commission and copies of statutes defining in part the authority of the Highway Commission.

(b) The applicant has no special charter since the applicant is the State of Oregon. In Exhibit No. 1 we have given the various statutes and excerpts from statutes which reflect the authority of the Governor to make this application for the State, and on behalf of the Oregon State Highway Commission.

(c) The debt which will be created if this application is granted will be a debt incurred for the construction of a project on a state highway. The only constitutional provision which is effective with respect to this application is Section 7, Article 11, Oregon Constitution, which reads as follows:

> "The legislative assembly shall not lend the credit of the State nor in any manner create any debt or liabilities which shall singly or in the aggregate with previous debts or liabilities exceed the sum of $50,000, except in case of war or to repel invasion or suppress insurrection or to build and maintain permanent roads; and the legislative assembly shall not lend the credit of the state nor in any manner create any debts or liabilities to build and maintain permanent roads which shall singly or in the aggregate with previous debts or liabilities incurred for that purpose exceed 4 per cent. of the assessed valuation of all the property of the state; and every contract of indebtedness entered into or assumed by or on behalf of the state in violation of the provisions of this section shall be void and of no effect."

(d) The amount of the present State debt incurred for the construction of public highways and which is controlled by the foregoing constitutional provision is $27,979,250. The assessed valuation of the State is $1,037,794,463.28 for 1932 thereby permitting and authorizing for highway purposes a debt in the sum of $41,511,778.

(e) The constitutional provision to which the State and the State Highway Commission point for authority to incur the debt proposed by this application is the constitutional provision quoted under subsection (c) of this title. The statutory provisions to which this applicant points for its authority to incur the proposed debt is Chapter 297, General Laws of Oregon, 1933, a copy of which statute is in Exhibit No. 1 attached hereto and reference is likewise made to other statutory authorities shown in Exhibit No. 1.

(f) The authorization by the voters of the State is not necessary in order to qualify or justify this application or the incurrence of the obligation proposed.

(g) The Oregon State Highway Commission acts by way of resolution, a copy of which is attached to this supplemental statement.

(h) It is not necessary that the resolution be published before taking effect.

(i) It is not necessary that the applicant obtain any franchise or other permit from any public agency or other authority for the construction of the proposed project.

(j) The applicant may evidence the proposed debt by project revenue bonds or notes issued to the Federal government and may do so without advertising the same at public sale.

(k) The statute authorizing the issuing of said project bonds or notes fixes no rate of interest, it being contemplated that the rate of interest will be fixed by the Federal government.

(l) The statutes of the State authorizing the incurrence of this debt by the State fix no minimum price for which the proposed obligation may be sold or disposed of.

(m) It is not necessary that the said project bonds or revenue notes be offered for sale to any other authority before disposing of the same to the Federal government.

(n) The only statute which authorizes the issuance of project bonds or notes to evidence the proposed debt is Chapter 399, General Laws of Oregon, 1933, a copy of which is attached hereto and marked Exhibit No. 1, which law contains no provision regulating the maturity or maturities of the obligation proposed.

(o) There is no statute fixing or regulating the date upon which any particular obligation shall fall due or the amount of such obligation.

(p) We do not understand that the obligation which will be evidenced by project bonds or revenue notes is negotiable.

(q) If project revenue bonds or notes are issued as evidence of the proposed obligation, in my opinion they would not be legal investments for administrators, trustees or other fiduciaries or for savings banks or insurance companies, organized under the laws of this State.

(r) If project revenue bonds or notes were issued they would not be registerable as to principal or interest under the laws of this State.

(s) The statute does not require that the proposed obligation and the proceedings for their issuance be approved by the Attorney General of the State, other than the general statutory authority that the Attorney General is the legal advisor of all state officials.

(t) The proposed obligations are not required to be registered in the office of any state, county, municipal or other authority prior to their issuance.

(u) The proposed obligation will be exempt from taxation, except a State inheritance or gift tax under the laws now in force in this State.

(v) The interest to be paid on the proposed obligation will be exempt from taxation.

(w) There is no litigation now in progress, pending or threatened, either in State, local or Federal courts which in anywise affects this application or the authority of the Governor or the State Highway Commission with respect thereto, or which in any way affects the construction of any of the proposed projects.

(x) It may be necessary to obtain some property by condemnation proceedings or by negotiations but if this is necessary such proceeding will be handled by the State, and under the laws of this State immediate possession of rights of way can be had.

(y) It does not appear that it will be necessary to have the opinion of any bond counsel with respect to these proceedings other than the opinion of the Attorney General or the undersigned who is one of his assistants. However, in the sale of highway bonds by the State Highway Commission, under a different law, the opinion of Storey, Thorndike, Palmer and Dodge of Boston, Massachusetts, has always been obtained and if desired by the Federal government will be obtained with respect to these proceedings. We think, however, that this expense is unnecessary.

(z) (1) If project revenue bonds or notes are issued they would not be a general obligation of the State but would be secured only by a long term lease or trust deed covering the projects constructed and the rights of way or properties connected therewith. The debt proposed would not do violence to any constitutional or statutory provision or limitation. The

Supreme Court of this State, which is the court of last resort, has not passed upon any question connected with this application.

(2) The statute under which this application is made was passed by the 1935 legislative session and therefore has not been before any court for construction as to any of its provisions.

(3) As already stated, the statute authorizing the applicant to incur this obligation as proposed in this application has not yet been passed upon by any court of this State.

(aa) No obligation proposed under this application will be affected by any special assessment statute. In other words, if the debt proposed is evidenced by project revenue bonds or notes they will not be known as special assessment bonds or obligations and therefore will not be affected by any of the laws of the State governing special assessment obligations.

(bb) Chapter 399, General Laws of Oregon, 1933, to which reference has several times been made, and a copy of which law is found in Exhibit No. 1, is the authority of this State to convey to the Federal government by long term lease or trust deed the lands and the projects which will be constructed thereon as security for the payment of the debt.

(cc) It is respectfully suggested that in the preparation of such contract or other instrument as may be drafted to cover the subject of this loan study be given to the following matters or subjects:

(1) That notwithstanding the estimated cost of said projects or any one thereof the actual cost or contract price shall prevail and shall determine the amount of loan and grant.

(2) That at the option of the government said debt shall be evidenced by project notes secured by a long term occupancy-lease or trust deed to the lands or rights of way together with the improvements built thereon, or in lieu of project notes or bonds the debt could be evidenced by a contract which could contain a provision obligating the State to assign to the Federal government sufficient of the current highway revenues procured from the motor vehicle and motor transportation fees and the gasoline tax to insure the payment of each annual debt installment.

(3) That the State of Oregon shall each year, until such loan together with interest thereon has been fully paid, pay to the government such sum of money annually as shall be sufficient to pay in full said loan and interest thereon within thirty years.

(4) That the State shall assign to the Federal government out of any revenues in the State Treasury to the credit of the State

highway fund an amount of money equal to the annual payment specified in said agreement.

(5) That the State shall adequately and at its sole cost maintain said highways.

(6) That a fully executed copy of said agreement shall be delivered to the Secretary of State of the State of Oregon and said contract shall be and constitute the authority of said Secretary of State to each year pay to the Federal government the amount of the annual payment specified in said contract. And it shall be the duty of said Secretary of State to make said annual payments in the manner and at the times fixed in said contract.

The foregoing statement has been prepared by the undersigned and I certify that I am the duly appointed, qualified and acting Attorney for the Oregon State Highway Commission, and am a duly appointed, qualified and acting Assistant Attorney General for the State of Oregon; that I have prepared the application made by the State through its Governor for financial assistance under the provisions of the National Industrial Recovery Act; that I am familiar with the various statutes and laws of the State of Oregon affecting and governing the conduct and authority of the State Highway Commission with respect to the construction of highways and bridges and with respect to the State's authority to incur indebtedness and enter into contracts having to do with the construction of highways and bridges, and am familiar with the provisions of the National Industrial Recovery Act and with the laws of the State of Oregon enacted by the Oregon Legislature during its 1933 session pertaining to the national emergency and the promotion of public works for the relief of such emergency.

Based upon my knowledge of such matters I certify that in my opinion the State of Oregon has authority to apply to the United States under the provisions of the National Industrial Recovery Act for financial assistance as disclosed by the application on file. In support of this certificate there has been attached, marked Exhibit No. 1, copies of the several acts of the Oregon Legislature pertinent to the subject under discussion, and there have likewise been attached excerpts from other laws creating and defining the powers and authority of the Oregon State Highway Commission.

It is my opinion that the State of Oregon, through its chief executive, Honorable Julius L. Meier, Governor, has legal authority to apply for and receive financial aid under the provisions of the National Industrial Recovery Act, and that the State of Oregon, through its chief executive, has authority to enter into a contract with the United States Government obligating the State of Oregon to repay said loan; provided such obligations do not exceed the authority expressed and defined in the laws of the State of Oregon to which reference has been made, and copies of which laws have been filed with the application.

Yours very truly

J. M. DEVERS
Attorney for Oregon State Highway Commission, and Assistant Attorney General for Oregon.

November 22, 1933

WHEREAS, the United States Government has by the enactment of the National Industrial Recovery Act, approved June 16, 1933, made available funds for the construction of public works, which funds have been offered to the states as loans and/or loans and grants, and

WHEREAS, by virtue of the provisions of Chapters 297, 399 and 431, General Laws of Oregon, 1933, the Governor of the State of Oregon is authorized and empowered upon request of this Commission to borrow from the Federal Government funds with which to construct said public works, and

WHEREAS, this Commission has heretofore, by resolution duly adopted and entered in its minutes, declared its intention to construct the project herein named and did request the Honorable Governor of the State of Oregon to apply to the Federal Government under the provisions of the National Industrial Recovery Act for a loan and a grant of funds sufficient to construct said project, which said application made by the State of Oregon by its Governor is now on file with the Administrator of Public Works;

NOW, THEREFORE, be it resolved by the Oregon State Highway Commission, all members being present and affirmatively participating, as follows:

1. That the Honorable Julius L. Meier, Governor of the State of Oregon, be and he hereby respectfully is requested to apply to the United States Government for a loan and grant in the total sum of $21,484, such fund to be used to defray the cost and expense incident to the construction of the said Horse Ranch-Silver Lake Project.

2. That J. M. Devers, Attorney for the Commission, be and he hereby is authorized and directed to prepare all necessary papers and give direct and immediate attention to the matter of procuring said funds for the purpose herein set out.

3. That the Federal Government be requested to provide said funds on the basis of seventy per cent loan and thirty per cent grant.

4. That the Commission does respectfully urge and recommend that said loan be made on the basis proposed in Circular No. 2 under Table No. 1B issued and circulated by the Public Works Administrator, except as said table is modified in the following suggested table:

Total Estimated Cost....................	$ 21,484
Total Estimated Cost (exclusive of interest during construction).........	20,284
Govt. Grant 30% of Labor and Materials...	6,085
Govt. Loan 70% of Labor and Materials...	14,199
100% of Interest During Construction.....	1,200
Total Government Loan..................	15,399

Table of Annual Payments
Amortization Period 30 Years -- Interest 4%

Year	Unpaid Balance at Beginning of Year	Payment on Principal at End of Year	Interest Payment at End of Year	Total Payments at End of Year
1	$15,399	$ - -	$ - -	$ - -
2	15,399	- -	- -	- -
3	15,399	- -	616	616
4	15,399	- -	616	616
5	15,399	- -	616	616
6	15,399	365	616	981
7	15,034	382	601	983
8	14,652	403	586	989
9	14,249	425	570	995
10	13,824	446	553	999
11	13,378	467	535	1,002
12	12,911	488	516	1,004
13	12,423	510	497	1,007
14	11,913	531	476	1,007
15	11,382	552	455	1,007
16	10,830	573	433	1,006
17	10,257	595	410	1,005
18	9,662	616	386	1,002
19	9,046	637	362	999
20	8,409	658	336	994
21	7,751	680	310	990
22	7,071	701	283	984
23	6,370	722	255	977
24	5,648	743	226	969
25	4,905	764	196	960
26	4,141	786	166	952
27	3,355	807	134	941
28	2,548	828	102	930
29	1,720	849	69	918
30	871	871	35	906

5. That the Honorable Julius L. Meier, as Governor of the State of Oregon, be and he hereby respectfully is requested to execute any and all necessary papers or documents required for the accomplishment of the acquisition of said funds.

6. That this Commission by this resolution does hereby direct and order the execution by the Commission of any papers, instruments or documents or the doing of anything or act necessary to carry out the purpose sought to be accomplished by this proceeding, all of which shall be within the authority and scope of the laws of the State of Oregon and particularly within the provisions of Chapter 399, General Laws of Oregon, 1933.

EXHIBIT NO. 1

EXTRACTS FROM OREGON LAWS
SHOWING APPLICANTS LEGAL STATUS AND AUTHORITY

Chapter 15, Oregon Laws, 1933.

Section 1. Declaring an Emergency. The public health, peace and safety of the state and all subordinate branches of government being imperiled by the existing and wide-spread condition of unemployment and destitution resulting therefrom, an emergency is hereby declared to exist and this act is hereby declared to be an emergency act. While the duty of providing aid and relief for those in need because of lack of employment is primarily an obligation of the counties, the congress of the United States by the passage of the emergency relief and construction act of 1932 has made provision whereby the federal government has made available funds to the several states and their subdivisions for furnishing relief and work relief to needy and distressed people and in relieving the harship attendant upon unemployment. It is hereby declared to be the policy of the state of Oregon to cooperate with the counties of the state and with the federal government in the manner provided by the emergency relief and construction act in carrying out the program for the alleviation of distress of its unemployed citizens. The provisions of any general, special or local law which are inconsistent with the provisions of this act or which limit or forbid furnishing of relief to persons other than poor persons shall not apply to the relief authorized by this act.

Section 2. Definitions. As used in this act:
"State Relief Committee" means the emergency unemployed relief committee created by this act.

"County Relief Committee" means a committee appointed in accordance with this act to administer relief in the respective counties.

"Work Relief" means wages or other compensation in cash or in kind paid for work on the following conditions: (1) The recipient of work relief and the amount given are both determined upon the basis of actual need. (2) The funds for such relief are made available from those specifically provided for relief purposes. (3) The funds are used for projects determined by the county relief committee.

"Direct Relief" means food, fuel, clothing, shelter, medical supplies and attendance furnished to needy persons or their dependents.

"Emergency Period" means the period between the time on which this act takes effect and its termination determined by proclamation of the governor.

Section 3. Administrative Authority. (a) The administration of emergency relief in the state shall be vested in a committee of seven persons which shall be known as the state relief committee; they shall be appointed by the governor and serve during his pleasure. Any vacancy in the membership of the committee occurring from any cause whatsoever shall be filled by the governor. The committee shall organize immediately upon the appointment of its members and shall select one of its members as chairman and one other as secretary. It shall be the duty of the committee to supervise the administration of unemployment relief throughout the state; to keep advised of available resources for unemployment relief and of future needs therefor; prepare plans and estimates for unemployment relief; to cooperate in its discretion with the federal government, the state of Oregon, or the counties of the state of Oregon in any program of rehabilitation or self-help for needy and destitute persons in accordance with the provisions of and funds made available for this purpose by any present or future act of the congress of the United States or of the legislature of the state of Oregon, not inconsistent with the purpose and intent of this act to prepare and to submit to the governor and the legislature an annual report of its activities; and to perform such other duties as may be assigned by state law; and to assist the governor under the terms of the emergency relief and construction act of 1932 in the administration of federal unemployment relief. (b) The committee shall appoint such assistants and clerks as may be deemed necessary by it to carry out an adequate administration of relief funds, and shall fix the compensation of all employes within the amounts available by appropriation. Each member of the committee before entering upon the duties of office shall take and subscribe to the constitutional oath of office and file the same in the office of the secretary of state. The members of the committee shall receive no compensation for their services hereunder, but shall be allowed their actual and necessary traveling expenses incurred by them in the performance of their duties. The committee shall continue to function only during the emergency period, except as it may examine and certify, after the expiration of such period, claims and accounts for moneys expended prior to the expiration of such period.

Section 4. Preliminary Surveys. The committee shall (a) make or cause to be made, with the aid of such data as may be available a thorough and comprehensive survey of unemployment within the state and the number of persons suffering or in want by reason thereof; (b) ascertain the needs and the amount of resources available from all sources for the relief of unemployed persons throughout the state.

Section 5. In making any of the surveys preliminary to the work of the committee, the committee may request and shall receive advice and expert assistance from any state or local governmental agency. It shall have access to the records of any such state or local governmental agency pertaining to, or related to, unemployment and shall have the assistance of every officer or employe thereof. It is the intention of this act that the state relief committee shall cooperate closely with existing national, state and local unemployment relief bodies, coordinating and correlating the activities wherever possible to the end that there shall be the least duplication of effort and the greatest efficiency in the expenditure of relief funds.

Section 6. County Administration. Within each county there is hereby created a county relief committee to consist of seven persons, three of whom shall be members of the board of county commissioners or county court or shall be persons selected by members of the board of commissioners or county court. The remaining four members shall be appointed by the governor, who shall name the chairman. Members of the county relief committee shall continue in office for the duration of the emergency period, unless removed as herein provided. A member of a county relief committee may be removed for cause by the appointing authority, but only after reasonable notice and a hearing. The county relief committee shall be responsible for the administration and supervision of work relief and direct relief, and may employ, and at its pleasure remove, an experienced and qualified person who shall be the relief officer of the county, together with such other assistants as may be required. The relief officer shall be chosen by the county relief committee solely on the basis of his executive and administrative qualifications, and with special reference to his experience in relief work. The relief officer shall be responsible to the county relief committee for the proper administration of all affairs placed in his charge.

Section 7. The state committee shall make such rules and regulations governing the administration of this act in the state and in the counties as may be required and are not inconsistent with the provisions of this act.

Section 8. All applications for funds for unemployment relief shall be submitted to the state committee by the county committees, and the state committee shall pass upon each such application and approve it in such amount as is consistent with available funds and evidence of need. The state committee shall require such plans, estimates and other information as it may deem advisable to be submitted in support of each application for funds in support of relief and may specify such terms and conditions, and conduct such investigations, inspection or audits as it may deem advisable in connection therewith.

Section 9. Investigation of Relief. It shall be the duty of the county committee or its qualified representatives to make an adequate investigation of need before granting relief. The amount of relief shall be determined on a budgetary basis and shall take into account both the needs and resources of the applicant and his dependents. The county committee shall maintain a central registration bureau and maintain therein a record of all approved and qualified applicants for relief and shall keep such records and accounts in relation to the administration of relief as the state committee shall prescribe.

Section 10. Care of County Indigents. Unemployment relief under this act does not include institutional care or regular county poor relief such as maintenance of poor farm, care of county indigents, indigent soldiers or payment of mother's or widow's pensions, provided, however, that when counties have exhausted their regular funds for care of indigents nothing in this act shall prevent the registration of such indigents and providing them with relief on the basis of need in accordance with the terms of this act.

Section 11. All moneys paid to persons receiving the relief provided by and pursuant to this act shall be inalienable by any assignment or transfer and shall be exempt from levy and execution under the laws of the state.

Section 12. Blank Forms. The state committee shall prescribe such forms of record, accounts, reports and claims as it may deem advisable for the proper enforcement and administration of the provisions of this act.

Section 13. The sum of $15,000 or so much thereof as may be necessary is hereby appropriated out of money in the state treasury for the uses of the state relief committee and purposes of administration as provided in this act. The secretary of state is hereby authorized to draw and audit all duly approved claims which have been incurred in pursuance of the law and the foregoing appropriation and to draw his warrants on the state treasury in payment thereof.

Section 14. Emergency Clause. It is hereby adjudged and declared that existing conditions are such that this act is necessary for the immediate preservation of the public peace, health and safety; and an emergency is hereby declared to exist, and this act shall take effect and be in full force and effect from and after its passage.

Chapter 297, Oregon Laws, 1933.

Whereas there exists in the state of Oregon need for the relief of the unemployed; and the federal government has provided a means of securing funds for such relief through the reconstruction finance corporation; and

Whereas there exists in the state of Oregon the need for the construction of various public buildings, institutions and works; therefore,

Be It Enacted by the People of the State of Oregon:

Section 1. In the sense of this act, words employed mean, as here stated, to wit:

"Governor" means the governor of the state of Oregon.

"Reconstruction Finance Corporation" means the reconstruction finance corporation created by act of congress, approved July 21, 1932, or any successor thereto, or similar body created by congress.

"Municipal Corporation" means any county, city, school district, drainage, reclamation or irrigation district, port district, or other political subdivision of the state.

"Governing Body" means any county court, board of county commissioners, city council, city commission, board of directors of any school district, or other board, body or commission created by law to govern, manage, administer or direct any municipal corporation.

Section 2. The governor is hereby authorized and empowered to borrow funds from the reconstruction finance corporation created by an act of congress, approved July 21, 1932, for the use and benefit of the state or any board or commission thereof, or any municipal corporation, in such amounts and for such purposes as may be permitted by the statutes creating and governing said reconstruction finance corporation, or any act amending or supplementing the same, and to enter into contracts with said reconstruction finance corporation for the use and expenditure of any money so borrowed and for the repayment thereof.

Section 3. If any of such funds are to be expended by or upon any buildings or appurtenances to public institutions, or for the construction of any public works, the control, management or administration of which is vested in any board, commission or governing body, such funds may be borrowed upon the request of, or approval by, such board, commission or governing body. If any such funds are for the use of any board, commission or municipal corporation, subject to the management of any board, commission or governing body, such funds shall be used and expended under the direction thereof, with the advice and consent of the governor. Any funds so borrowed for the use by the state for any purpose not subject to the direction, management or control of any existing board or commission, shall be used and expended by the governor. The governor, or with the advice or consent of the governor, any board, commission or governing body, as the case may be, is hereby authorized to expend any moneys borrowed from the reconstruction finance corporation subject to the provisions of this act, upon any public buildings, building or appurtenances to any public institutions, or upon the construction of any public works which may be authorized by any contract entered into between the governor and said reconstruction finance corporation. The governor or any board, commission or governing body is hereby authorized to make repayment to said reconstruction finance corporation, pursuant to the terms of any such contract, from any funds available therefor. None of the moneys borrowed under the provisions of this act shall be repaid from funds raised by taxation, nor shall any project constructed with such moneys be liquidated with such funds.

Section 4. All contracts entered into for the construction of any such public buildings, building or appurtenances to public institutions, or for the construction of public works shall be advertised and awarded as provided by any existing statutes or ordinances governing such procedure, and such contracts shall contain all provisions required by such statutes or ordinances. In all such contracts provision shall be made for the minimum wages to be paid all workmen engaged in the execution thereof, and for the maximum hours which such workman may be employed, except for those persons engaged in administrative, executive, supervisory or clerical work.

Section 5. No contract shall be made with the reconstruction finance corporation pursuant to the provisions of this act after July 1, 1935.

Section 6. It hereby is adjudged and declared that this act is necessary for the immediate preservation of the public peace, health and safety; and an emergency hereby is declared to exist, and this act shall take effect and be in full force from and after its passage.

Chapter 423, Oregon Laws, 1933.

Whereas it is desirable that the state of Oregon secure loans from the Reconstruction Finance corporation to assist in the construction of self-liquidating and other projects authorized by the act of congress creating such Reconstruction Finance corporation; and

Whereas the securing of such money would not only furnish employment for the unemployed of this state, but also create a market for lumber and other products produced or manufactured in the state; and

Whereas the governor, in passing upon the advisability of any projects for which a loan is requested, and in preparing any application for loans, to comply with the rules and regulations of the Reconstruction Finance corporation, must have the assistance and advice of trained professional and technical men; now, therefore,

Be It Enacted by the People of the State of Oregon:

Section 1. The governor is hereby authorized to appoint an advisory board of professional engineers, architects and economic or professional experts, whose duty it shall be to examine and make recommendations as to any project which may be submitted to the governor for his approval and referred by the governor to such board, as a basis for an application for a loan from the Reconstruction Finance corporation or any similar organization created by congress. The board shall consist of such members, to serve for such periods or upon such projects as the governor, in his discretion, may determine, and shall be known as the reconstruction advisory board. All members shall be residents of the state. The governor shall act as chairman of such board and may designate any member thereof as vice-chairman to preside over the meetings of such board in the event of his absence. The governor is authorized to appoint a secretary of the board whose duty it shall be to keep a record of its meetings and proceedings.

Section 2. It shall be the duty of the board to examine into the feasibility of any projects which may be presented to it by the governor and to make a preliminary report to the governor thereon as to the economic status, necessity, public usefulness, probable cost, probable earnings and possible means of financing, the manner of liquidation and probable time of liquidation, and the means of security for such loan and any other information regarding such project which may be required by or of assistance to the governor in determining the feasibility of such project and shall recommend to the governor as to whether or not the construction of any such project appears to be feasible and warranted. If such project is approved by the governor, the board, upon instructions from the governor, shall cause to be prepared the necessary data to present an application to the Reconstruction Finance corporation for a loan to be used for its construction. The governor may authorize any member or employe of the board to present any such application before the Reconstruction Finance corporation, or any of its committee or examiners, for the purpose of consummating such loan.

Section 3. The board, with the approval of the governor, may employ the necessary engineers, architects, draftsmen, accountants, clerical and other help needed in making such examinations and in the preparation of data for any such preliminary report or application, and to fix the pay thereof, which shall be commensurate with the pay of persons in like occupations and duties, and as customary in other departments of the state. All expenses incurred in preparing preliminary reports, plans or applications for any project shall be allocated to such project, and upon obtaining any loan for a project from the Reconstruction Finance corporation all such preliminary costs as have been advanced from the advisory board fund shall be returned to such fund in an amount approved by the Reconstruction Finance corporation. No member of such board shall receive any compensation for his service.

Section 4. The governor may require the deposit to the credit of the advisory board fund of a sufficient amount of money in advance to cover the estimated cost of preliminary examinations, preparation and presentation of projects to be placed before the board, if funds are available and in the control of any board, commission or other body which may present to him for his approval a request for examination, preparation and presentation of an application for a loan from the Reconstruction Finance corporation for the financing of any project. Any unexpended balance of such deposits, or any money returned to the advisory board fund on account of expenditures for preliminary examinations, preparation or presentation of projects to the Reconstruction Finance corporation shall be returned to its source.

Section 5. The governor may require as a condition of his approval of the presentation of a loan application, that should a project be financed by the granting of such application by the Reconstruction Finance corporation, the governor and the reconstruction advisory board shall have at all times the right to supervise or control the procedure in the advertising and awarding of contracts for construction and of the supervision of construction and the plans of management of such project after completion in order to be assured of their being so constructed and so managed as to conform to the method prescribed in presentation of the original application to the Reconstruction Finance corporation. It shall be the duty of any board, commission, or department of the state, or any political subdivision thereof, for which a loan is obtained, to observe and conform to all the provisions of the contract entered into with the Reconstruction Finance corporation as to the construction of a project and the management thereof after the same has been constructed. It shall be the duty of the governor at all times to require the observance of all the provisions of any such contract, and in the event of a violation thereof to bring appropriate proceedings to enforce such provisions.

Section 6. There is hereby created a revolving fund to be known as the advisory board fund, to be held by the state treasurer. Any moneys in such fund may be expended by the reconstruction advisory board, with the approval of the governor, for the purposes specified in this act, and to pay necessary office expenses. There is hereby appropriated from any moneys in the state treasury and not otherwise appropriated, the sum of $30,000 to be placed in said advisory board fund.

Section 7. No application shall be made to the Reconstruction Finance corporation under the provisions of this act after July 1, 1935.

Section 8. It is hereby adjudged and declared that this act is necessary for the immediate preservation of the public peace, health and safety; and an emergency hereby is declared to exist, and this act shall take effect and be in full force from and after its passage.

Chapter 399, Oregon Laws, 1933.

Section 1. The governor upon the request of any board or commission of the state of Oregon having delegated to it by law the control or authority over public buildings, grounds, highways or public works of the state of Oregon, may apply to the federal reconstruction finance corporation for loans for the purpose of financing self-liquidating projects as defined in the act creating said reconstruction finance corporation, or any act amending the same, and may secure such loans by the execution to such reconstruction finance corporation of long-term occupancy leases or trust deeds to lands, and the improvements thereon to be constructed and so financed, which trust deeds or long-term leases shall embody the terms and manner of repayment of such loans, such loans to be evidenced by project revenue bonds or notes from earnings and revenues of each or any of such self-liquidating projects.

Section 2. For the purpose of such loans, such properties may, on approval of the governor, and for the purpose of this act, be segregated and set aside from other property under control of such board or commission in order that the lands and the self-liquidating construction project may be established as a completely secured project for such purpose, and on repayment of such loans to such reconstruction finance corporation, the property shall again be reinstated as unencumbered property of the state, under the control and care of such board or commission.

Section 3. This act shall not be construed as making the state of Oregon responsible as a commonwealth for the repayment of any such loan, nor shall such loans be construed as a debt of the state of Oregon. No evidence of such indebtedness shall be issued which does not bear the inscription printed in plain pica black letters "This is not a debt of the state of Oregon". None of the moneys borrowed under the provisions of this act shall be repaid from funds raised by taxation, nor shall any project constructed with such moneys be liquidated with such funds.

Section 4. It is hereby adjudged and declared that existing conditions are such that this act is necessary for the immediate preservation of the public peace, health and safety; and an emergency hereby is declared to exist, and this act shall take effect and be in full force and effect from and after its passage.

Section 44-107, Oregon Code 1930.

There is hereby created a state highway commission, which shall consist of three members to be appointed by the governor, one from each congressional district of the state, to hold office for a period of three years; provided, however, that the members forming the first commission hereunder, who shall be appointed within thirty days after the passage of this act, shall serve as follows: One commissioner up to and including March 31, 1918, and one commissioner up to and including March 31, 1919, and one commissioner up to and including March 31, 1920. Before the expiration of the term of a commissioner, the governor shall appoint his successor to assume his duties on April first next following; provided, however, in case of a vacancy for any cause, the governor shall make an appointment to become immediately effective for the unexpired term; said successor to be appointed from the same congressional district in which the vacancy occurs.

Each member of the commission shall be allowed his actual traveling and other necessary expenses incurred in performing the duties of his office.

Section 44-111, Oregon Code 1930.

Said commission shall have the power to carry out the provisions of this act and its duties shall be such as are provided herein. The commission is hereby authorized to make such rules and regulations as it may deem necessary. Said commission shall have general supervision over all matters pertaining to construction of state highways, letting of contracts therefor and the selection of materials to be used in the construction of state highways, under the authority of this act, and the commission is hereby authorized and empowered to purchase or contract for, independent of any specific or particular job, improvement or road construction work, whether the same be done by contract, force account or otherwise, any material, supplies or equipment necessary or deemed necessary for the carrying out of the provisions and purposes of this act, in such quantities and amounts and in such manner as in the judgment of the commission will be for the best interest of the state. Said commission is authorized, under direction of the attorney general, to employ counsel, fix his duties and provide his compensation. Said commission shall meet at such time and for such periods in the office of the highway department, or at such other place as it may select, for the transaction of any business that may be necessary for the satisfactory execution of the provisions of this act. The commission shall also determine and adopt the general policy of the highway department and decide questions relating to the administration of the department. The commission shall publish an annual report to the governor containing the report of the engineer and such general information as may appear desirable regarding the construction, improvement or maintenance of highways and bridges, and other information gathered and available in the office of the highway department. Said commission shall designate, construct or cause to be constructed a system of state highways within the state of Oregon, which highways shall be designated by number, and by the point of beginning and terminus thereof. That the legislature of the state of Oregon hereby assents to the provisions of the act of congress approved July 11, 1916, entitled " An act to provide that the United States shall aid the states in the construction of rural post roads, and for other purposes" (39 United States Statutes at Large, p. 355). The state highway department is hereby authorized to enter into all contracts and agreements with the United States government relating to the survey, construction or improvement and maintenance of roads under the provisions of the said act of congress, to submit such scheme or program of construction or improvement and maintenance as may be required by the secretary of agriculture, and do all other things necessary fully to carry out the cooperation contemplated and provided for by the said act. For the construction or improvement and maintenance of rural post roads the good faith of the state is hereby pledged to make available funds sufficient to equal the funds apportioned to the state by or under the United States government during each of the five years for which federal funds are appropriated by section 3 of the said act, and to maintain the roads constructed or improved with the aid of funds so appropriated and to make adequate provisions for carrying out such maintenance. The good faith of the state is further pledged to make available funds at least sufficient when combined with the funds made or to be made by the several counties to equal the sum apportioned to the state by the secretary of agriculture under the rules and regulations approved by him for carrying out section 8 of the act of congress; provided, that funds made so available from the state highway fund shall be spent only upon the highways comprising the system of state roads; and the good faith of the state is further pledged to maintain such roads and to make adequate provisions for carrying out such maintenance, and other acts of congress for similar purposes.

Section 44-4031, Oregon Code 1930.

Whenever in the judgment of the state highway commission the construction of a bridge over any stream, river, bay, arm of the ocean, or other body of water on any state highway, federal aid highway, or upon any highway constituting a direct or immediate extension thereof or a connection between two state highways or federal highway is necessary in order to afford adequate convenience and a safe means of travel for the public, and if, in the judgment of the state highway commission, such bridge should be constructed and operated as a toll bridge, then the state highway commission is authorized and empowered to construct such bridge and pay in the first instance the cost and expense thereof out of highway funds and thereafter replenish or reimburse the state highway funds by and with tolls received as a result of the use and operation of such toll bridge.

Section 44-4032, Oregon Code 1930.

Funds for the construction of any toll bridge by the state highway commission shall be procured from the sale of bonds authorized to be issued and sold for highway construction; provided, that if no bonds are available for such purpose, then funds available from any other source may be used for such purpose.

Section 44-4033, Oregon Code 1930.

The state highway commission shall have and is hereby given power to determine and fix the rate of toll to be charged for transit over any such toll bridge, which rate of toll shall be sufficient to reimburse the highway fund for the initial outlay or cost. As soon as sufficient funds have been received from tolls collected for the use of such bridge to reimburse the highway fund as herein provided, the said bridge shall be operated as a free bridge.

OREGON STATE HIGHWAY CO

TENTATIVE LIST OF PROJECTS FOR PROPOS

November 14, 19

Reference No.	Name of Highway	County	Name of Section	
1	Columbia River	Multnomah	Columbia County Line-Linnton	Columbi Portl
2	" "	"	Troutdale-Dodson	One mil dale
3	" "	Multnomah & Hood River	Bonneville-Cascade Locks	Bonnevi
4	" "	Wasco	Big Eddy Overcrossing	At Big east
5	" "	Gilliam	Blalock-Long Canyon	Blaloc
6	Wolf Creek	Clatsop, Tillamook & Columbia	Necanicum-Sunset Camp	Coast Necan
7	Wilson River	Tillamook & Washington	Tillamook-Glenwood	Two mil to on west
8	West Side Pacific	Multnomah	Portland-Washington County Line	South to W
9	" " "	Washington & Yamhill	Middleton-Newberg	Middle
10	" " "	Yamhill	Newberg-McMinnville	First in N "G"

OREGON STATE HIGHWAY COMMISSION

LIST OF PROJECTS FOR PROPOSED $15,000,000 PROGRAM

November 14, 1933

Name of Section	Termini	Gross Mileage	Description of Work
a County Line- on	Columbia County Line to Portland City Limits	8.8	4.4 miles of grading & paving to complete section
lle-Dodson	One mile west of Troutdale to Dodson	18.0	18.0 miles of grading and paving
ille-Cascade Locks	Bonneville to Cascade Locks	5.0	Grading and paving
dy Overcrossing	At Big Eddy, three miles east of The Dalles	-	Structure and grading and paving approaches
k-Long Canyon	Blalock east four miles	4.0	Grading and gravel topping
cum-Sunset Camp	Coast Highway junction at Necanicum to Sunset Camp	29.0	20.0 miles of grading and 29.0 miles of rock surfacing
ook-Glenwood	Two miles east of Tillamook to one and one-half miles west of Glenwood	36.3	34.1 miles of grading and rock surfacing
nd-Washington ty Line	South limits of Portland to Washington County Line	3.6	Paving and Overcrossing
ton-Newberg	Middleton to Newberg	6.5	Grading and paving
g-McMinnville	First and Harrison Streets in Newberg to Maple and "G" Street in McMinnville	13.0	5.5 miles of intermittant regrading and paving and bridge over Chehalem Creek

Reference No.	Name of Highway	County	Name of Section	
11	West Side Pacific	Yamhill	McMinnville-Polk County Line	Sou
12	" " "	Polk	Rickreall-Clow Corner	Ric
13	" " "	"	Monmouth-Benton County Line	Co
14	" " "	Benton	Corvallis-South	So
15	Pacific	Marion	Salem-Illihee	So
16	"	Linn	Jefferson-Albany	S
17	"	Lane	Junction City-Eugene	Si
18	"	Douglas	Rice Hill-Oakland	Ri
19	"	Jackson	Ashland-Siskiyou Summit	So
20	North Santiam	Marion	Mehama-Gates	Me
21	Santiam	Linn	Soda Fork-East	1

Name of Section	Termini	Gross Mileage	Description of Work
lle-Polk County	South Limits of McMinnville to Polk County Line	9.5	Widening pavement
-Clow Corner	Rickreall to Clow Corner	2.5	Regrading and paving
-Benton County	College and Main Streets in Monmouth to Benton County Line	9.5	Widening pavement
s-South	South Limits of Corvallis to Mile Point 94.2	8.0	" "
lihee	South Limits of Salem to Miller Creek	8.5	Grading and paving
n-Albany	Santiam River to North Limits of Albany	8.0	" " "
City-Eugene	Sixth and Ivy Street in Junction City to pavement in Sixth Street in Eugene	12.0	" " "
l-Oakland	Rice Hill Station to Calapooya River	8.0	" " "
Siskiyou Summit	South Limits of Ashland to Summit of Siskiyou Mountain	11.3	9.8 miles of grading, 11.3 miles of paving and railroad undercrossing
ates	Mehama to Gates	10.5	7.0 miles of grading and 10.5 miles of surfacing and oiling
k-East	12 miles east of Cascadia to Mile Point 61	7.0	Grading and surfacing

Reference No.	Name of Highway	County	Name of Section	
22	Willamette	Lane & Klamath	Salt Creek-Odell Lake	6
23	Sherman	Sherman & Wasco	Kent-Cow Canyon Junction	Ke
24	Warm Springs	Jefferson	Deschutes River-East	Tw
25	The Dalles-California	Deschutes	Redmond-Bend	Ju
26	" " "	Klamath	Algoma-Terminal City	Al
27	Klamath Falls-Weed	"	Klamath Falls-Midland	So
28	Fremont	Lake	Horse Ranch-Silver Creek	Eas
29	"	"	Crooked Creek-Lakeview	Cro
30	Klamath Falls-Lakeview	"	Tunnel Hill-Lakeview	Sum
31	John Day	Gilliam	Fossil-South	Fos
32	" "	Grant	Valades Ranch-Flat Creek	Fou
33	Pendleton-Cold Springs	Umatilla	Old Oregon Trail to Cold Springs	Jun

Name of Section	Termini	Gross Mileage	Description of Work
ek-Odell Lake	6 miles west of Klamath County Line east to Odell Lake	8.5	Grading
Canyon Junction	Kent to Junction with Dalles-California Highway	28.0	5.3 miles regrading and 15.4 miles surfacing and oiling
s River-East	Two miles east of Deschutes River-East	2.0	Grading
-Bend	Junction McKenzie Highway to Bend	15.0	9.3 miles of grading and 15 miles of surfacing and oiling
Terminal City	Algoma to Terminal City	4.3	Grading and surfacing
Falls-Midland	South limits of Klamath Falls to Midland	8.8	Two overcrossings, bridge over Klamath River and 8.8 miles of grading and surfacing
anch-Silver Creek	East Forest Boundary to Silver Lake	16.0	Gravel surfacing
Creek-Lakeview	Crooked Creek to north limits of Lakeview	11.0	3 miles of grading and 8 miles of oiling
Hill-Lakeview	Summit Tunnel Hill to Lakeview	7.0	Widening and oiling
South	Fossil to Upper Butte Creek	3.0	Surfacing and oiling
Ranch-Flat Creek	Four miles west of Dayville east to Flat Creek	11.5	" " "
egon Trail to Cold ngs	Junction seven miles west of Pendleton to Cold Springs	18.7	Grading and surfacing

Reference No.	Name of Highway	County	Name of Section	
34	Old Oregon Trail	Umatilla	Cold Springs Junction-Pendleton	Juncti Hig
35	" " "	"	Emigrant Hill-Emigrant Springs	12 mil to
36	" " "	Union	Telocaset-North Powder	Teloca Powd
37	" " "	Baker	Haines-East	Haines mile
38	" " "	"	Gales-Dixie	One mi to D
39	Wallowa Lake	Wallowa	Rock Creek-Wallowa	One-ha Cree
40	Enterprise-Flora	"	Flora-Washington State Line	Flora n State
41	Central Oregon	Harney	Burns-East	Canyon
42	" "	Malheur	Chimney Creek-Juntura	Mile Po
43	Idaho-Oregon-Nevada	"	Owyhee River-Jordan Valley	Owyhee Valley

Name of Section	Termini	Gross Mileage	Description of Work
Springs Junction-dleton	Junction Cold Springs Highway to Pendleton	7.1	Grading, surfacing and bridge
ant Hill-Emigrant ings	12 miles east of Pendleton to Emigrant Springs	15.0	Grading and surfacing
aset-North Powder	Telocaset Junction to North Powder	6.5	" " "
s-East	Haines east one and one-half miles	1.5	" " "
-Dixie	One mile north of Weatherby to Dixie	5.3	" " "
Creek-Wallowa	One-half mile west of Rock Creek to Wallowa	5.0	Surfacing and oiling
-Washington State Line	Flora north to Washington State Line	11.0	Grading
-East	Canyon City Junction-East	12.5	Grading and surfacing
ey Creek-Juntura	Mile Point 187 to Juntura	5.8	" " "
e River-Jordan Valley	Owyhee River to Jordan Valley	30.0	Grading of private lands only

EXHIBIT NO. 3

ESTIMATE FOR SURFACING THE
HORSE RANCH-SILVER LAKE SECTION
FREMONT HIGHWAY

Horse Ranch-Silver Lake Unit - 16.38 Miles Surfacing

Pit-run Gravel Surfacing	27,000	Cu. Yds.	at $0.40	$10,800.00
Truck Hauled Filler	2,200	" "	" 0.30	660.00
Hauling Gravel	65,000	Yd. Mi.	" 0.10	6,500.00
Hauling Filler	4,000	" "	" 0.12	480.00
			Total	$18,440.00
10% Engineering and Contingencies				1,844.00
Interest During Construction				1,200.00
			Total	$21,484.00

EXHIBIT NO. 4

ADDITIONAL FINANCIAL STATEMENT RELATIVE TO STATE TAXES IN GENERAL AND IN PARTICULAR STATE HIGHWAY DEBTS AND REVENUES

March 1, 1933

TAX LEVY AND COLLECTION FOR THE PAST FIVE YEARS
(State Purposes Only)

Levied on Tax Roll for	Year Payable	Amount Levied	Amount Collected
1928	1929	$ 5,648,582.64	$ 5,648,582.64
1929	1930	4,633,067.68	4,633,067.68
1930	1931	4,592,627.91	4,592,627.91
1931	1932	0.00	0.00
1932	1933	2,975,837.92	Not due until June 1, 1933.

Counties are required to pay state taxes in full from the first monies collected regardless of delinquencies in local tax collections.

STATE HIGHWAY BONDED INDEBTEDNESS ACCOUNT (1928 to 1940)

Year	Annual Principal	Annual Interest	Annual Total	Bonds outstanding at end of year
1928	$ 1,750,000	$ 1,586,060.99	$ 3,336,060.99	$32,716,750.00
1929	1,825,000	1,503,578.47	3,328,578.47	30,891,750.00
1930	1,925,000	1,418,314.70	3,343,314.70	30,366,750.00
1931	1,975,000	1,386,522.18	3,361,522.18	29,491,750.00
1932	2,975,000	1,369,435.06	4,344,435.06	27,516,750.00
1933	1,975,000	1,251,617.54	3,226,617.54	27,041,750.00
1934	1,875,000	1,160,260.02	3,035,260.02	23,666,750.00
1935	1,875,000	1,072,902.50	2,947,902.50	21,791,750.00
1936	1,950,000	984,748.10	2,934,748.10	19,841,750.00
1937	2,000,000	893,671.81	2,893,671.81	17,841,750.00
1938	2,000,000	801,001.77	2,801,001.77	15,841,750.00
1939	2,000,000	708,331.73	2,708,331.73	13,841,750.00
1940	2,000,000	615,661.69	2,615,661.69	11,841,750.00

The State of Oregon has never been delinquent or in default on the payment of either principal or interest on highway bonds when due.

Funds for the payment of principal and interest on Oregon state highway bonds as well as for highway construction and maintenance purposes are derived principally from both motor vehicle license fees and a tax on gasoline. The following table shows the total receipts from all sources for state highway purposes for the past five years, also the state highway requirements for those years:

Year	Receipts*	Requirements	Surplus on hand at the end of year
1928	$11,037,512.70	$ 10,268,244.33	$ 769,278.37
1929	12,595,043.67	11,327,834.29	1,267,209.38
1930	17,024,795.18	14,667,936.60	2,356,858.58
1931	18,079,284.81	15,900,716.42	2,178,568.39
1932	14,186,354.85	12,894,490.55	1,291,864.30
1933 **	14,180,864.30	12,608,000.00	1,572,864.30

* Includes surplus carried over from previous year.

** Figures for year 1933 are estimated.

OREGON STATE HIGHWAY COMMISSION

By H. B. GLAISYER
Secretary

Classif. of Expend.	191 In
New Construction	$65,
Major Betterments	1,
Special Maintenance	1,
Coop. on forest roads	3,
Secondary Highways	
Minor Betterments	
General Maintenance	6,
Operation of draw-bridges and ferries	
Rights-of-way	
Parks	
State Police Expense	1
Equip. and supplies	
Retirement of bonds	5,
Int. on bonds	10,
Administration	1,
Surveys	1,
Engineering county con.	1
Miscellaneous expense	
Totals	$99,

#Includes $3,000,000 di

October 31, 1933

EXHIBIT NO. 4

SCHEDULE OF YEARLY EXPENDITURES

Years 1917 to 1932, Inclusive

	1928	1929	1930	1931	1932	Totals 1917 to 1932
.06	$ 1,983,788.75	$ 2,119,464.78	$ 3,416,815.17	$ 4,177,311.52	$ 1,765,483.90	$81,551,240.29
.51	429,341.20	1,227,820.50	3,535,789.74	3,773,451.27	2,860,236.70	13,518,842.25
.22	836,182.45	498,379.21	115,363.84	101,851.73	89,550.60	4,303,973.23
.76	103,084.09	82,000.00	696,986,98	653,385.58	202,700.00	5,272,671.41
	- -	- -	- -	- -	713,780.57	713,780.57
.76	721,639.62	501,815.18	561,980.09	1,268,782.15	422,720.29	4,523,141.31
.87	2,424,272.08	2,630,200.56	2,250,082.43	1,857,164.33	1,804,703.71	19,978,272.30
.62	34,652.77	60,990.40	52,287.98	64,392.46	88,087.91	343,276.92
.69	77,522.10	94,866.20	139,188.71	169,237.50	198,073.51	775,376.21
.71	77,291.41	29,595.91	64,612.80	69,035.69	43,734.66	373,150.35
.53	65,460.48	77,393.10	86,793.02	74,992.18	155,353.55	665,960.33
.59	Cr. 70,215.41	328,117.84	13,210.18	Cr. 97,583.83	Cr. 293,865.66	63,702.17
.00	1,750,000.00	1,825,000.00	1,925,000.00	1,975,000.00	2,975,000.00#	17,683,250.00#
.87	1,586,060.99	1,503,578.47	1,419,678.64	1,387,533.33	1,370,444.71	19,268,080.69
.26	194,703.87	243,234.27	261,803.86	231,162.00	217,778.26	2,917,799.15
.98	48,525.53	71,985.55	104,713.66	122,042.41	264,636.71	1,737,574.57
.04	Cr. 13,569.58	3,489.23	3,387.98	25,877.97	6,196.56	190,244.27
.38	19,503.98	29,903.09	20,151.52	46,180.13	9,874.57	444,251.07
.85	$10,268,244.33	$11,327,834.29	$14,667,936.60	$15,900,716.42	$12,894,490.55	$174,324,587.09

ith the refunding of short term bonds during 1925 and $1,000,000 during 1932.

October 31, 1933

EXHIBIT NO. 4

SCHEDULE OF YEARLY INCOMES FROM DIFFERENT

Years 1917 to 1932, Inclusive

Source of Income	1917 to 1926 Inclusive.	1 9 2 7	1 9 2 8	1 9 2 9
Bal.on hand Dec.1,1916	$ 94,418.14	$ - -	$ - -	$ - -
Bond sales	40,708,819.37#	- -	- -	- -
Motor Veh. License Fees	20,943,329.92	4,620,000.00	4,926,609.20	5,422,144.27
Gas. and distillate tax	13,007,334.48	3,887,655.24	3,657,288.38	5,036,055.17
Motor Trans. fees	- -	49,854.21	98,302.35	126,109.06
One-quarter mill tax	1,724,032.33	- -	- -	- -
Int. on bank balance	297,897.61	46,053.35	19,939.31	49,021.98
Fines for Traf. Viola.	81,532.23	23,716.20	19,256.85	25,143.10
#Sub-totals (State funds)	76,857.364.08	$8,627,279.00	$8,721,396.09	$10,658,473.58
County Cooperation	$12,575,876.46	$ 618,679.22	$ 683,625.95	$ 532,907.15
Fed. Gov. cooperation	9,976,414.55	1,111,521.64	582,440.20	624,415.28
Miscel. cooperation	462,674.94	58,632.08	26,973.39	9,969.29
#Totals	$99,872,330.03	$10,416,111.94	$10,014,435.63	$11,825,765.30

#Includes $3,011,805 received in connection with refunding of $3,000,000 of short term of six-months bonds in 1932.

October 31, 1933

EXHIBIT NO. 4

SCHEDULE OF YEARLY INCOMES FROM DIFFERENT SOURCES

Years 1917 to 1932, Inclusive

927	1928	1929	1930	1931	1932	Totals 1917 to 1932
- -	$ - -	$ - -	$ - -	$ - -	$ - -	$ 94,418.14
- -	- -	- -	1,531,426.67	995,851.40	1,001,318.86#	44,237.416.10#
,000.00	4,926,609.20	5,422,144.27	5,806,256.71	3,677,284.60	3,178,932.63	48,574,557.33
,655.24	3,657,288.38	5,036,055.17	6,102,186.60	5,940,088.18	5,591,823.14	43,222,431.19
,854.21	98,302.35	126,109.06	401,614.34	261,988.59	248,196.74	1,186,065.29
- -	- -	- -	- -	- -	- -	1,724,032.33
,053.35	19,939.31	49,021.98	36,061.08	32,959.22	39,689.12	521,621.67
,716.20	19,256.85	25,143.10	20,118.25	22,373.39	15,705.23	207,845.25
,279.00	$8,721,396.09	$10,658,473.58	$13,897,663.65	$10,930,545.38	$10,075,665.72	$139,768.387.50
,679.22	$ 683,625.95	$ 532,907.15	$ 280,829.24	$ 256,811.39	$ 165,499.67	$ 15,114,229.08
,521.64	582,440.20	624,415.28	1,565,288.34	4,535,069.46	1,703,369.15	20,098,518.62
632.08	26,973.39	9,969.29	13,804.57	- -	63,251.92	635,306.19
111.94	$10,014,435.63	$11,825,765.30	$15,757,585.80	$15,722,426.23	$12,007,786.46	$175,616,441.39

n with refunding of $3,000,000 of short term bonds in 1925 and $1,001,318.86 received from sale

October 31, 1933

EXHIBIT NO. 5

OREGON STATE HIGHWAY COMMISSION

Detailed Schedule of Yearly Gross Revenues, Diversions and Net Revenues Years 1934 to 1965, Inclusive

GROSS REVENUES

Year	Motor Vehicle and Drivers' License Fees	Gasoline Tax	Motor Transportation Fees	Miscellaneous	County Cooperation	Totals
1934	$2,120,000	$7,800,000	$650,000	$10,000	$150,000	$10,730,000
1935	2,150,000	7,800,000	650,000	10,000	150,000	10,760,000
1936	2,175,000	7,850,000	650,000	10,000	150,000	10,835,000
1937	2,200,000	7,900,000	650,000	10,000	100,000	10,860,000
1938	2,200,000	7,900,000	650,000	10,000	100,000	10,860,000
1939	2,200,000	7,900,000	650,000	10,000		10,860,000
1940	2,200,000	7,900,000	650,000	10,000		10,860,000
Etc.	Etc.	Etc.	Etc.	Etc.		Etc.

DIVERSIONS

Year	Secretary of State Administration	Public Utilities Administration	Refunds of Gasoline Tax	Contribution to State Police	Contributions to Counties	Total Diversions	NET HIGHWAY REVENUES
1934	$250,000	$60,000	$860,000	$280,000	$1,600,000	$3,050,000	$ 7,680,000
1935	250,000	60,000	860,000	280,000	1,600,000	3,050,000	7,710,000
1936	250,000	60,000	865,000	280,000	1,600,000	3,055,000	7,780,000
1937	250,000	60,000	870,000	280,000	1,600,000	3,060,000	7,800,000
1938	250,000	60,000	870,000	280,000	1,600,000	3,060,000	7,800,000
1939	250,000	60,000	870,000	280,000	1,600,000	3,060,000	7,800,000
1940	250,000	60,000	870,000	280,000	1,600,000	3,060,000	7,800,000
Etc.	Etc.	Etc.	Etc.	Etc.	Etc.	Etc.	Etc.

October 31, 1933

EXHIBIT NO. 6

OREGON STATE HIGHWAY COMMISSION

ESTIMATED FIXED REQUIREMENTS

Includes estimated amounts required in 1934 and 1935 to finance surveys, rights-of-way and other contingencies in connection with proposed $15,000,000 P. W. A. Program. Does not include expenses in connection with Bond Payments, Ferries and Coast Bridges.

Item	1934	1935	1936	1937	1938 And On
Secondary Highways	$ 500,000	$ 500,000	$ 550,000	$ 550,000	$ 600,000
General Maintenance	2,000,000	2,000,000	2,050,000	2,050,000	2,075,000
Special Maintenance	175,000	175,000	200,000	200,000	200,000
Emergency Maintenance	100,000	100,000	100,000	100,000	100,000
Minor Betterment	175,000	150,000	150,000	150,000	150,000
Renewal of Old Pavement & Bridges	- -	300,000	300,000	350,000	400,000
Surveys	150,000	50,000	50,000	50,000	50,000
Rights-of-way	370,000	175,000	75,000	75,000	75,000
Maintenance of Parks	25,000	25,000	25,000	25,000	25,000
Contingencies and Miscellaneous	300,000	200,000	100,000	100,000	100,000
Administration and Supervision	275,000	275,000	225,000	225,000	225,000
	$4,070,000	$3,950,000	$3,825,000	$3,875,000	$4,000,000

October 31, 1933.

EXHIBIT NO. 7

OREGON STATE HIGHWAY COMMISSION

Schedule of yearly requirements to finance the construction of the Oregon Coast Bridges and an additional $15,000,000 P. W. A. highway program. Repayment of Federal loan of 70 per cent to cover period of 30 years.

Year	Fixed Requirements	Bond Expense	Ferry Operation	Coast Bridges	Additional $15,000,000 Program	Total Requirements	Estimated Net Highway Revenues	Accumulaative Balance at End of Year
1934	$4,070,000	$3,405,000	$100,000	$ - -	$ - -	$7,575,000	$7,680,000	$255,000*
1935	3,950,000	3,300,000	100,000	- -	35,000	7,385,000	7,710,000	580,000
1936	3,825,000	3,270,000	50,000	145,000	502,000	7,792,000	7,780,000	568,000
1937	3,875,000	3,215,000	- -	145,000	472,000	7,707,000	7,800,000	661,000
1938	4,000,000	3,108,000	- -	145,000	472,000	7,725,000	7,800,000	736,000
1939	4,000,000	2,708,000	- -	231,000	702,000	7,641,000	7,800,000	895,000
1940	4,000,000	2,615,000	- -	232,000	702,000	7,549,000	7,800,000	1,146,000
1941	4,000,000	2,523,000	- -	233,000	707,000	7,463,000	7,800,000	1,483,000
1942	4,000,000	2,405,000	- -	234,000	716,000	7,355,000	7,800,000	1,928,000
1943	4,000,000	2,260,000	- -	235,000	723,000	7,218,000	7,800,000	
1944	4,000,000	2,016,000	- -	236,000	729,000	6,981,000	7,800,000	
1945	4,000,000	1,475,000	- -	237,000	735,000	6,447,000	7,800,000	
1946	4,000,000	1,018,000	- -	237,000	741,000	5,996,000	7,800,000	
1947	4,000,000	578,000	- -	237,000	745,000	5,560,000	7,800,000	
1948	4,000,000	409,000	- -	237,000	748,000	5,394,000	7,800,000	
1949	4,000,000	320,000	- -	237,000	751,000	5,308,000	7,800,000	
1950	4,000,000	209,000	- -	237,000	753,000	5,199,000	7,800,000	
1951	4,000,000	152,000	- -	236,000	754,000	5,142,000	7,800,000	
1952	4,000,000	- -	- -	235,000	755,000	4,990,000	7,800,000	
1953	4,000,000	- -	- -	234,000	755,000	4,989,000	7,800,000	
1954	4,000,000	- -	- -	233,000	755,000	4,988,000	7,800,000	
1955	4,000,000	- -	- -	232,000	753,000	4,985,000	7,800,000	
1956	4,000,000	- -	- -	230,000	751,000	4,981,000	7,800,000	
1957	4,000,000	- -	- -	228,000	748,000	4,976,000	7,800,000	
1958	4,000,000	- -	- -	226,000	744,000	4,970,000	7,800,000	
1959	4,000,000	- -	- -	224,000	740,000	4,964,000	7,800,000	
1960	4,000,000	- -	- -	222,000	735,000	4,957,000	7,800,000	
1961	4,000,000	- -	- -	219,000	728,000	4,947,000	7,800,000	
1962	4,000,000	- -	- -	216,000	724,000	4,940,000	7,800,000	
1963	4,000,000	- -	- -	213,000	715,000	4,928,000	7,800,000	

Note: Further surpluses can be used for new highway construction, or reductions can be made in revenue fees.

* Includes estimated balance of $220,000 from 1933.

October 31, 1933

EXHIBIT NO. 8

OREGON STATE HIGHWAY COMMISSION

$15,000,000 P. W. A. HIGHWAY CONSTRUCTION PROGRAM

Federal Grant - 30% $4,500,000
Federal Loan: 70% of total $10,500,000
Interest during construction - 4% 420,000

$10,920,000

Year	Unpaid Balance at Beginning of Year	Principal	Interest	Total	Additional Maintenance Expense	Total Annual Cost
1	$10,920,000	$ - -	$ - -	$ - -	$ - -	$ - -
2	10,920,000	- -	- -	- -	35,000	35,000
3	10,920,000	- -	436,800	436,800	65,000	501,800
4	10,920,000	- -	436,800	436,800	35,000	471,800
5	10,920,000	- -	436,800	436,800	35,000	471,800
6	10,920,000	230,000	436,800	666,800	35,000	701,800
7	10,690,000	240,000	427,600	667,600	35,000	702,600
8	10,450,000	254,000	418,000	672,000	35,000	707,000
9	10,196,000	273,000	407,840	680,840	35,000	715,840
10	9,923,000	291,000	396,920	687,920	35,000	722,920
11	9,632,000	309,000	385,280	694,280	35,000	729,280
12	9,323,000	327,000	372,920	699,920	35,000	734,920
13	8,996,000	346,000	359,840	705,840	35,000	740,840
14	8,650,000	364,000	346,000	710,000	35,000	745,000
15	8,286,000	382,000	331,440	713,440	35,000	748,440
16	7,904,000	400,000	316,160	716,160	35,000	751,160
17	7,504,000	418,000	300,160	718,160	35,000	753,160
18	7,086,000	436,000	283,440	719,440	35,000	754,440
19	6,650,000	454,000	266,000	720,000	35,000	755,000
20	6,196,000	472,000	247,840	719,840	35,000	754,840
21	5,724,000	491,000	228,960	719,960	35,000	754,960
22	5,233,000	509,000	209,320	718,320	35,000	753,320
23	4,724,000	527,000	188,960	715,960	35,000	750,960
24	4,197,000	545,000	167,880	712,880	35,000	747,880
25	3,652,000	563,000	146,080	709,080	35,000	744,080
26	3,089,000	581,000	123,560	704,560	35,000	739,560
27	2,508,000	600,000	100,320	700,320	35,000	735,320
28	1,908,000	617,000	76,320	693,320	35,000	728,320
29	1,291,000	637,000	51,640	688,640	35,000	723,640
30	654,000	654,000	26,160	680,160	35,000	715,160
		$10,920,000	$7,925,840	$18,845,840	$1,045,000	$19,908,840

October 31, 1933.

EXHIBIT NO. 9

STATE OF OREGON

Executive Department

Salem

Julius L. Meier
Governor

November 22, 1933

Mr. C. C. Hockley
State Engineer
Public Works Administrator
Portland, Oregon

Dear Sir:

I have requested the Oregon State Highway Commission to make application for a loan and grant of at least $15,000,000.00 to finance a highway program in Oregon, commensurate with the amount of unemployment existing in this state.

Oregon is yet in a very undeveloped and primitive state with respect to transportation. On account of meagre finances for the last several years, the highway program has not been carried ahead with anticipated progress. Many important highways are being built by stage construction with the result that the through routes are not open to traffic. In consequence large sums of money are tied up and will not return a profit on the investment until the roads are completed. Roads in this category are North and South Santiam, Fourth Street, Willamette, Wolf Creek, Wilson River, Central Oregon and Flora-Washington State Line.

The Oregon program for reconstruction of narrow pavements and crooked alignment has been so deferred that it is imperative for the commercial progress of the state that sections be rebuilt on the Pacific, Columbia, Old Oregon Trail and other major highways.

In my opinion highway construction affords one of the most efficient forms of relief for unemployment, and will return dividends to the State of Oregon from the investment.

Very truly yours,

(Sgd) JULIUS L. MEIER,

Governor.

EXHIBIT NO. 9

SALEM, OREGON

November 22, 1933

Mr. C. C. Hockley
State Engineer for Oregon
Public Works Administration
Federal Building
Portland, Oregon

Dear Sir:

The Oregon State Highway Commission in submitting a $15,000,000.00 Public Works Program, has selected those projects which stand first in necessity and which have been contemplated for early construction. This loan will enable projects long contemplated to be built and enable the road program to recover from the slump suffered by the depression.

It is felt that these highway projects meet the approval of all sections of the State, and that more benefit will accrue from additional and wider highways than would for any other type of construction.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

By Leslie M. Scott,
As Chairman

Carl G. Washburne,
As Commissioner

E. B. Aldrich
As Commissioner

EXHIBIT NO. 10

No. 2

FEDERAL REQUIREMENTS PERTAINING TO EMPLOYMENT OF LABOR, SUBCONTRACTING, USE OF DOMESTIC MATERIALS, ETC.

Application of Federal Requirements:

The requirements stated under this heading are requirements stipulated by the U. S. Bureau of Public Roads for application to all work financed in part or in whole with funds apportioned to the states for Emergency Construction of Highways by the National Industrial Recovery Act. They shall apply to the work to be performed under this contract and shall take precedence over any provisions of the contract that may be in conflict therewith.

Employment Lists:

One or more local employment services or agencies will be designated by the United States Employment Service to prepare the employment lists for the project. The contractor will be advised at or prior to the time of the award of the contract of the exact designations and locations of the agencies selected for this purpose; and the names and locations of such agencies shall be inserted in the contract.

Subletting or Assigning the Contract:

The contractor shall perform with his own organization and with the assistance of workmen under his immediate superintendence, work of a value not less than 80 per cent of the value of all work embraced in the contract exclusive of items not commonly found in contracts for similar work, or which require highly specialized knowledge, craftsmanship and/or equipment not ordinarily available in the organizations of contractors performing work of the character embraced in the contract.

No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer or his authorized representative. Requests for permission to sublet, assign or otherwise dispose of any portion of the contract shall be in writing and accompanied by a showing that the organization which will perform the work is particularly experienced and equipped for such work. The contractor shall give assurance that the minimum wage for unskilled labor and the maximum amount to be deducted for board, if furnished, as stated in his proposal shall apply to labor performed on all work sublet, assigned or otherwise disposed of in any way. Written consent to sublet, assign or otherwise dispose of any portion of the contract shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract.

Domestic Materials:

The contractor hereby warrants that all unmanufactured articles, materials, and supplies offered herein have been mined or produced in the United

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States, and that all manufactured articles, materials and supplies offered have been manufactured in the United States substantially all from articles, materials or supplies mined, produced or manufactured, as the case may be, in the United States, unless articles, materials or supplies of the class or kind to be used, or the articles, materials or supplies from which they are manufactured are not mined, produced or manufactured, as the case may be, in the United States in sufficient and reasonably available commercial quantities and of a satisfactory quality. It has been determined with respect to asphaltic materials for highway purposes that it is impracticable to apply the above requirements.

Materials purchased and used under these specifications for which codes of fair competition as authorized under the National Industrial Recovery Act have been approved prior to the receipt of bids, shall be produced under such codes.

Selection of Labor:

Preference in the employment of all labor, skilled and unskilled, shall be given to qualified ex-service men with dependents.

All labor, skilled and unskilled, shall be employed from lists of available and qualified persons furnished the contractor by the employment agencies designated in the contract, provided, however, that qualified ex-service men with dependents and employees in an executive, administrative or supervisory capacity may be employed without reference to such lists. Ex-service men with dependents employed without reference to employment lists shall register with the employment agency and satisfy this agency concerning their claim to preference in employment.

Whenever the contractor shall require labor he shall inform the designated employment agency or agencies of the number of laborers required for his needs and request a list of names from which he may select those necessary to meet his requirements. Should the employment agency or agencies at such times fail to supply a properly prepared list containing a number of names at least 25 per cent in excess of the indicated requirements of the contractor, giving the name, residence, age and previous occupation of each person, grouped in accordance with preference to (1) ex-service men with dependents, (2) citizens of the United States and aliens who have declared their intention of becoming citizens, who are bona fide residents of the political subdivision and/or county in which the work is to be performed; and (3) citizens of the United States and aliens who have declared their intention of becoming citizens, who are bona fide residents of the State, Territory or District in which the work is to be performed, within forty-eight hours after the receipt of such request, the contractor may employ any available labor to meet his immediate requirements, provided, however, that when qualified the order of preference in employment stated in this paragraph shall apply. This above procedure shall obtain for each successive requirement of labor.

Any skilled or unskilled laborer found to be incompetent may be discharged, but replacement shall be made from lists furnished by the employment agencies, when such lists are available.

No skilled or unskilled laborer obtaining employment through the preference established herein and performing work satisfactory to the contractor shall

be displaced because of any preference in employment which deve
to his employment.

Wages, Hours of Employment and Conditions of Employment:

Executive or administrative employees shall include the contractor, superintendents, timekeepers, bookkeepers, clerical employees, storekeepers, or other office employees in a position of special trust and responsibility.

Supervisory employees shall include foremen, master mechanics, or any employees whose principal duties are to direct the work of others.

Skilled laborers shall include all persons employed as operators of power-driven equipment (other than passenger automobiles, and trucks of not more than 1½ tons rated capacity), carpenters, masons, blacksmiths, mechanics and all other persons employed at work requiring principally the use of special tools ordinarily used by persons skilled in particular trades. Any subcontractor who operates equipment, or who works with the tools of any trade shall be considered a skilled laborer for the time engaged in such work.

Unskilled labor shall include all labor not coming under the above classification. Watchmen, guards and waterboys shall be considered as unskilled laborers.

The minimum wage paid to all skilled labor employed on this contract shall be sixty-five cents ($0.65) per hour, unless other minimum wages are set forth herein for particular classes of skilled labor, in which event such minimum wages shall be paid to the respective classes of labor.

The minimum wages paid to all unskilled labor employed on this contract shall be fifty-five cents ($0.55) per hour.

The wages of all skilled and unskilled labor shall be paid in legal tender of the United States.

Unless this project has been approved by the U. S. Bureau of Public Roads as a project on which labor may be permitted to work more than 30 hours per week and specific mention of such approval is included hereinafter under the heading "Miscellaneous Provisions," skilled and unskilled labor shall not be permitted to work more than 30 hours in any one calendar week, except that working time lost because of inclement weather or shutdowns during the period of employment in any one week may be made up during the succeeding week or weeks of any one calendar month. The above limitation as qualified shall not apply to the operators of the following types of equipment, viz.: Power shovels, power cranes, concrete paving mixers and dredging machinery nor to skilled labor engaged on the following classes of work where exceptional skill is required to secure uniformly smooth road surfaces, viz.: Master concrete finishers, master formsetters and blade grader operators for bituminous surfaces and on bases for such surfaces, unless skilled labor qualified to perform such duties can be obtained from the employment lists furnished by the designated employment agency; provided, however, that employment for such classes of skilled labor shall in all cases be limited to not more than eight hours in any one day and not more than 40 hours in any one week. The limitation on hours of employment shall not apply to labor while employed in fighting forest fires.

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These provisions shall apply to:

Roadside production of materials, whether by sub-contract or otherwise.

All hauling of material from roadside quarries and pits, from railroad or water delivery points, or from local sources of production to the site of the work, whether the work be done by the contractor or by a subcontractor.

Concrete proportioning plants, from which material is used wholly on this contract or on contracts under the supervision of this department.

The provisions relating to hours of employment shall not apply to camp help, i. e., cooks, cooks' helpers, hostlers and stablemen.

Any deduction for medical aid, hospitalization or insurance shall not exceed the amounts specifically authorized or required by the laws of the state to be deducted for such purposes. No individual employed on the project in other than an administrative position shall be paid less than the minimum rate for unskilled labor.

Copies of all payrolls for work performed under this contract (whether done by the contractor or under a subcontract, or otherwise), certified under oath by the contractor or his authorized representative, shall be filed with the engineer, showing the name of each employee, the State and the county of his bona fide residence, the agency from which his name was obtained, whether or not a veteran with dependents, the class of work performed, the hours worked each day, the wage rate paid, the total amount earned and deductions for board, if any.

The payrolls shall be divided into three sections under which shall be appropriately grouped (1) Executive, administrative and supervisory employees; (2) Skilled labor and (3) Unskilled labor. Payrolls shall be submitted for each calendar month (or part thereof) not later than the fifth day of the following month. Deviation from this procedure will not be permitted. The contractor's time books shall be open to the inspection of the engineer at any time.

Where camps are operated by the contractor, or by persons affiliated with the contractor, a deduction on the payroll of more than one dollar ($1.00) per day for board and lodging will be considered a violation of the minimum wage specified herein. No deduction from the wages of any skilled or unskilled laborer shall be made on account of goods purchased or obligations incurred in any commissary or store owned, leased or otherwise controlled by the contractor. Obligations so incurred shall be subject to collection only in the same manner in which obligations in the ordinary course of business are collectible. Charges in excess of a fair market price for goods purchased from stores owned, leased, or otherwise controlled by the contractor will not be permitted.

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No fee of any kind shall be asked or accepted by the contractor or any of his agents from any person who obtains work on the project, nor shall any person be required to pay any fee to any other person or agency obtaining employment for him on the project.

No skilled or unskilled labor shall be charged for any tools used in performing their respective duties except for loss or damage thereto.

Every employee on the work covered by this contract shall be permitted to lodge, board and trade where and with whom he elects, and neither the contractor nor his agents, nor his employees, shall directly or indirectly require as a condition of employment that an employee shall lodge, board or trade at a particular place or with a particular person.

No charge shall be made for any transportation furnished by the contractor or his agents to any person employed on the work.

No individual shall be employed as a skilled or unskilled laborer on this contract except on a wage basis, but this shall not be construed to prohibit the rental of teams, trucks or other equipment from individuals. No such rental agreement, or any charges for feed, gasoline, supplies, or repairs on account of such agreement, shall cause any deduction from the wages accruing to any employee.

All of the above provisions shall also apply where work is to be performed by piece work, station work or by subcontract. The minimum wage shall be exclusive of equipment rental on any equipment which the worker or subcontractor may furnish in connection with his work.

Hand Labor Methods:

Clearing and Grubbing: All clearing and grubbing of timber less than 18 inches in diameter shall be done by hand labor or by team labor methods. The use of explosives will be permitted for loosening stumps.

Grading: All trimming of slopes in cuts and fills shall be done by hand labor methods.

Ditches shall be trimmed by hand labor or team labor methods.

Subgrading: All material windrowed between forms by the use of blade graders or subgrade planers shall be removed by hand labor methods.

Pipe and Underdrains: Trenches for pipe of 24 inch diameter or less, tile drains and similar structures shall be dug by hand labor or team labor methods. The use of explosives will be permitted where necessary.

Pipe of 24 inches diameter or less, except cast iron water pipe, shall be unloaded and placed by hand labor methods. The use of cranes, block and tackle, and any other equipment operated by hand labor or team power, will be permitted.

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Backfilling of excavated material shall be done by hand labor or team labor methods.

Culverts and Masonry Structures and Small Bridges up to 50-foot Span: Cement and reinforcing steel shall be unloaded by hand labor methods.

Aggregates shall be moved from the stockpiles at the structure to the mixer by hand shovels, wheelbarrows, or carts, or other hand labor or team labor methods.

All carpenter and form work shall be done by hand labor methods. The use of steel forms, where allowed by the specifications, will be permitted.

Concrete shall be transported from the mixer to its place of use by carts or wheelbarrows. Chutes, where allowed in the specifications, will be permitted.

Finishing of structural concrete surfaces shall be done by hand rubbing, or other hand labor methods.

Curbs and Gutters: Subgrading for curbs and gutters shall be done by hand labor or team labor methods.

Concrete and its constituent materials shall be handled as specified under "Culverts and Masonry Structures and Small Bridges."

Guard Rails: All post holes shall be dug by hand labor methods.

Posts, where available in the quantity and quality required, shall be cut in the vicinity of the proposed work.

All painting shall be done without the use of mechanical equipment.

Drybound and Waterbound Bases (Macadam, Gravel, Limerock, Caliche, etc.) and Waterbound Surface Courses: All filler (dust, screenings, chips, sand, etc.) shall be spread by hand labor methods. Spreading of these materials through the tail gates of trucks will not be permitted.

Filler shall be broomed into the surface by hand labor methods.

Surface Treatments, Retreads and Mixed in Place Types: Sweeping of roadway, where required, shall be done by hand labor or team labor methods.

Bituminous Macadam Surface Course: Sweeping and cleaning of the base course in preparation to receive the surface course, where necessary, shall be done by hand labor or team labor methods.

Chips shall be spread by hand labor methods. Spreading of these materials through the tail gates of trucks will not be permitted. Chips shall be understood to include key rock as well as both coarse and fine screenings.

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__All Surface Courses__: Sweeping and cleaning of the base course in preparation for reception of the surface course shall be done by hand labor or team labor methods.

__Roadside Production of Crushed Stone and Gravel__: Roadside production of crushed stone or gravel is construed to be production with portable or semi-portable crushing or screening plants established or reopened in the vicinity of the work for the purpose of supplying local material for a particular project or projects.

Earth stripping of quarries and gravel pits shall be done by hand labor or team labor methods. Trucks of not more than 1½ tons rated capacity may be used for hauling in connection with stripping.

Stone in the quarry shall be loaded by hand labor methods.

__Large Bridges__: All painting of steel work shall be done without the use of mechanical equipment.

Carpenter work and form work shall be done by hand labor methods and the use of mechanical saws will not be permitted at the bridge site. Electrical or mechanical drills shall not be used for boring holes in piles and forms at the bridge site.

__General__:

Any violation of the spirit or the intent of the foregoing provisions shall render the contractor ineligible to bid upon any further work involving the use of "National Recovery Highway Funds."

8/1/33

STATE REQUIREMENTS PERTAINING TO EMPLOYMENT OF LABOR, SUBCONTRACTING, ETC.

No. 9

Description:

The requirements stated under this heading are supplemental to the federal requirements hereinbefore stated.

Proportions of Labor from Different Agencies:

If more than one employment service or agency is designated as a source of labor for this project, the proportion of labor to be secured from each source designated shall be as ordered by the U. S. Employment Service or by whomsoever that Service may authorize to act for it in that respect. The sources of labor and the proportion to be obtained for each source shall be subject to change from time to time during the progress of the work.

Classifying of Labor:

In the classifying of labor as between skilled labor and unskilled labor, it is understood and agreed that the rulings made by the U. S. Bureau of Public Roads, either before or during the performance of the work, shall govern.

Executive, Administrative and Supervisory Employees:

Employees considered to occupy executive or administrative positions are the contractor, his superintendent, any timekeepers, bookkeepers, clerical employees, or other employees in positions of special trust or responsibility. Employees considered to be in supervisory positions are master mechanics, foremen or any employees whose principal duties are to direct the work of others.

Foremen:

No person shall be classed as a foreman or as an employee acting in an executive, administrative or supervisory capacity, who engages in the performance of work as an operator of a piece of equipment or as a carpenter, a concrete finisher or other class of skilled or unskilled laborer.

Labor to Be Employed on Hourly Basis:

No person shall be employed on the work as a skilled laborer or as an unskilled laborer (cooks, cook's helper, hostlers and stablemen excepted) on any basis other than a fixed rate per hour. Employment of labor on any kind of a piece work or unit of production basis will not be permitted. No individual employed on the project in other than an administrative position shall be paid on a basis or at a rate which will yield less than the hereinbefore specified minimum rate per hour for unskilled labor.

Contractors May Not Work as Laborers:

Not more than two members of the contracting firm by whom the contract is held shall be engaged on the work in any capacity other than an executive, administrative or supervisory capacity. The working time of such members as are so engaged shall be limited to the same number of hours per week as is the working time of employed labor, and the time worked by them shall be shown on the payroll.

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Teams and Trucks:

Teams, trucks and other equipment shall not be hired or rented at wages or rates including the wages of drivers or operators. The wages of drivers and operators shall in all cases be paid separately from the wages or rentals paid for teams, trucks and other equipment.

Prompt Payment of Labor:

Labor shall be paid in full to within three days of date of payment at intervals not greater than sixteen (16) days.

Employees to Be Allowed to Earn Return Transportation:

No person hired for the work or sent to the work by an employment committee in accordance with orders of the contractor shall be discharged, or laid off until he has earned sufficient to make payment for board, lodging, commissary supplies, etc., and to pay his transportation expense (including meals) from the job to the county seat of the county from which he was hired, except in cases of proven insubordination, unwillingness to work, unsatisfactory performance of duties, or other such good and sufficient cause.

No person sent to the work by an employment committee at the request of the contractor shall be denied employment which will enable him to earn return transportation as above provided. If the contractor is not willing to accept selections made by the committee, he shall make his own selections before the men are ordered to report to the job.

Camps:

The camps provided by the contractor, or by persons affiliated with him, shall be sanitary, healthful and comfortable. The bunk houses, living quarters and mess house shall be dry and adequately heated and lighted. Pure water shall be available in adequate quantity. The lodging furnished shall include spring cots and mattresses. The meals furnished shall be substantial, wholesome and of good variety.

Submission of Payrolls:

The copies of payrolls to be submitted as specified in the foregoing federal requirements shall be prepared on payroll forms approved by the U. S. Bureau of Public Roads and acceptable to the engineer. Payrolls shall be complete in all respects and shall include all employees of subcontractors as well as all employees of the main contractor.

The payrolls shall be submitted in duplicate and payrolls for all time worked during a given calendar month shall be delivered to the engineer on or before the fifth day of the following month.

8/1/33

Proof of Eligibility of Labor:

At the request of the engineer, the contractor shall submit documentary evidence of the eligibility of each employee for employment on the project. For employes claiming eligibility through being exservice men with dependents, this evidence shall consist of a showing of the army or navy discharge papers and of the sworn statement of the employee giving the name, age, relationship and address of each dependent. For employees claimed to have been obtained through the specified employment agencies, the evidence shall consist of definite indication, over the signature of the proper employment agency official, that the employe has been regularly assigned to the project by the officially designated agency.

Penalty for Violations of Employment Provisions:

For violation of any of the federal requirements relating to employment of labor, the contractor will be liable to prosecution under the federal laws pertaining to violations of the provisions of the National Industrial Recovery Act.

Violation of any of the provisions of this contract relating to employment of labor will constitute cause for withholding payments to the contractor until satisfactory adjustment of the matters concerned is effected.

Gravel Borrow and Gravel Topping:

The federal provisions relating to roadside production of crushed stone and gravel do not apply to the borrowing or excavating of gravel or talus rock used in the construction of embankments or in the construction of roadbed balast or topping unless screening or crushing of the gravel is required.

SUBCONTRACTING

The contractor will be permitted to enter into a limited number of subcontracts for the performance of work to be done under this contract, provided the following conditions are complied with:

1. The total number of subcontracts shall not exceed four.

2. The total amount of work subcontracted shall not be more than twenty (20) per cent of the total amount of work included in the contract.

3. The subcontractor shall not subcontract any part of his work, or hire or rent any trucks or other equipment on any basis other than a per hour, per day or per month basis.

4. The subcontractor shall conform with all labor employment provisions of the contract as well as with all other provisions of the contract and he shall furnish certified copies of his payrolls the same as is required of the main contractor.

8/1/33

5. Not more than two members of any of the subcontracting firms shall be actively engaged on the work.

6. The provisions of all subcontracts shall be fair and reasonable, and shall be acceptable to the engineer in all respects.

7. No subcontract shall be entered into with an individual, partnership or corporation not considered by the engineer to be properly qualified and satisfactory in all respects.

8. No subcontract shall be entered into without the prior approval of the engineer in writing.

9. Copies of all subcontracts shall be furnished to the engineer before any work thereunder is commenced.

Except as above provided, no part of the work to be performed under this contract shall be subcontracted, and no person engaged in the performance of the work, except the members of the contracting firm, shall be paid on any basis other than a fixed wage basis.

The purchase of crushed rock, gravel, sand, batched concrete aggregate, mixed concrete and/or any other material, the production of which is often performed by highway contractors as a part of highway construction work, shall be considered subcontracting unless the materials are actually produced at and furnished from an established and recognized commercial plant.

The hauling of materials of the kinds referred to in the above paragraph, from points of production to batching plants, mixing plants, or directly to the work, except when done by rail, water, or by the contractor's own equipment, shall be considered subcontracting even though the hauling is performed by a commercial plant and payment for the same is included in the purchase price of the material. If batching plants are set up at rail or water delivery points and materials in part supplied to such plants by rail or water, the remaining materials required may be hauled from points of production to such batching plants without such hauling being considered subcontracting.

The hiring or renting of teams, trucks, power shovels or other equipment will be considered subcontracting if the time or wages of the owner of the equipment, or of any driver or operator of the equipment, or the cost of any labor enters, in any manner, into the computation of the amount to be paid for the use of the equipment or for the service rendered by it. Upon request of the engineer, the contractor shall provide full information and copies of all agreements pertaining to the terms of employment or rental and basis of payment for any teams or equipment engaged in any way in connection with the performance of work to be done under the contract.

Failure on the part of the contractor to comply with any of the above provisions relating to subcontracting will constitute cause for the withholding of payments to the contractor until full compliance is made. Willful violation of the requirements or failure to promptly correct violations brought to the attention of the contractor, will be cause to refuse payment for any work performed by, or under the direction of the subcontractor or other person, persons, partnership, corporation or firm whose case constitutes or is involved in the violation.

TRUCKS TO BE LICENSED IN OREGON

All trucks engaged in the work to be done under this contract shall be licensed in the State of Oregon.

EXHIBIT NO. 11

STATE OF OREGON DEPARTMENT OF STATE
SALEM, OREGON

Statement Projecting the General Fund Deficit to December 31, 1934, based upon Estimated Revenue and Requirements for the Years 1933 and 1934

ASSETS:		
Cash on hand January 1, 1933		$ 154,998.40*
Cash Received from Certificates of Indebtedness issued in 1933 - World War Veterans' State Aid Commission	$ 150,000.00	
State Highway Commission	700,000.00	850,000.00
Estimated Revenue from all other sources for 1933		14,718,752.59
Estimated Revenue from all sources for 1934		15,839,388.20
Total Funds estimated to be received during the biennium of 1933-1934		$ 31,563,139.19
LIABILITIES:		
General Fund Deficit as of December 31, 1932, Gross		$ 4,079,009.41*
Funds borrowed - Contra of above		850,000.00
1933-1934 Appropriations		
Annual Continuing - estimated	$ 380,000.00	
Legislative Appropriation - Net	5,900,350.36	
Millage Tax Activities - estimated	3,915,004.40	10,195,354.76
Self-Sustaining Activity Requirements including Motor Fuels Tax Refunds		6,047,019.98
Motor Vehicle Transfers to June 30, 1933 only		394,519.36
Motor Fuels Tax Transfers to Highway Fund 1933-1934		10,709,297.73
Interest on Daily Balances to Trust Fund		60,920.18
Additional Liability to Self-Sustaining Activities representing excess of receipts over disbursements		100,131.00
Estimated Interest on bank loans, fund loans and endorsed warrants		178,595.00
Total Estimated Requirements to December 31, 1934		$ 32,614,847.42
Estimated Deficit December 31, 1934		$ 1,051,708.23

* Net Deficit at January 1, 1933	$ 3,924,011.01
Estimated Deficit December 31, 1934	1,051,708.23
Estimated Reduction in Deficit during 1933 and 1934	$ 2,872,302.78

STATE OF OREGON DEPARTMENT OF STATE
SALEM, OREGON

Statement of Estimated Revenue and Requirements of the General Fund during the Years 1933 and 1934

Source of Revenue	1933	1934	Total
Cash on Hand January 1, 1933	$ 154,998.40	$	$ 154,998.40
Borrowed from World War Veterans' State Aid Commission	150,000.00		150,000.00
Borrowed from State Highway Dept.	700,000.00		700,000.00
Property Tax and/or Sales Tax	2,975,837.92	3,154,388.20	6,130,226.12
Revenue from Laws based upon or measured by income	1,600,000.00	1,800,000.00	3,400,000.00
Fees of Corporation Dept. - Gross	300,000.00	300,000.00	600,000.00
Fees of Inheritance Tax Department - Gross - New Law 1934	391,190.00	550,000.00	941,190.00
Fees of Insurance Department	750,000.00	750,000.00	1,500,000.00
All other General Revenue - Fees of State Dept., Care of Insane, etc.	399,391.96	360,000.00	759,391.96
Fees of Self-Sustaining Activities other than Motor Fuels Tax and Motor Vehicle License Fees	2,030,909.16	2,000,000.00	4,030,909.16
Motor Vehicle Registration Fees to June 30, 1933, only	197,042.93		* 197,042.93
Motor Fuels Tax - Gross - 5¢ after June 9, 1933	6,073,839.45	6,925,000.00	12,998,839.45
Office Rent - World War Veterans' State Aid Commission	252.00		252.00
Warrants Cancelled - Statute of Limitation	289.17		289.17
Total Estimated Revenue	$15,723,750.99	$15,839,388.20	$31,563,139.19

ESTIMATED REQUIREMENTS

Outstanding Warrants - Jan. 1, 1933	$ 85,280.10	$	$ 85,280.10
Payment of Bank Loans	1,024,000.00		1,024,000.00
Payment of Loan - World War Veterans' State Aid Commission	1,000,000.00		1,000,000.00
Payment of Loans - State Hwy. Com.	700,000.00		700,000.00
Accrued Interest on Loans to April 1, 1933	44,845.00		44,845.00
Interest on Daily Balance of Trust Funds	30,920.18	30,000.00	60,920.18
Expense Requirements:			
1929-1930 Appropriations	1,000.00		1,000.00
1931-1932 Appropriations	371,029.55	12,000.00	383,029.55

Annual and Continuing Appropriations Estimated	$ 190,000.00	$ 190,000.00	$ 380,000.00
1933-1934 Appropriations - Net	2,950,175.18	2,950,175.18	5,900,350.36
Millage Tax Activities	2,470,450.61	2,211,502.20	4,681,952.81
Less Diversion by H.B. 562		508,000.00	508,000.00
Motor Vehicle and Motor Transport Fees to Highway Fund to June 30, 1933, only - 1933 law not analyzed	394,519.36		394,519.36
Motor Fuels Tax Transfer to Hwy.Fund	4,834,297.73	5,875,000.00	10,709,297.73
Self-Sustaining Activities -Including Gas Tax Refunds	2,910,319.98	3,210,000.00	6,120,319.98
Less Diversion by H.B. 563 - 10% Tithing Fee	11,300.00	33,400.00	44,700.00
Less Diversion by H.B. 564 - 3% Tithing Fee	9,300.00	19,300.00	28,600.00
Total Estimated Requirements	$16,986,257.69	$13,917,977.38	$30,904,215.07
Excess of Revenue over Requirements	**$ 1,262,486.70	$ 1,921,410.82	$ 658,924.12

* N. B. The 1933 Motor Vehicle Law was not analyzed as to revenue producing possibility because of limited time. In view of the fact that this money is collected for the use of the Highway Fund and for counties, it does not help the General Fund except during the period that the money is on deposit before transfer.

** N. B. Deficit.

[redacted]

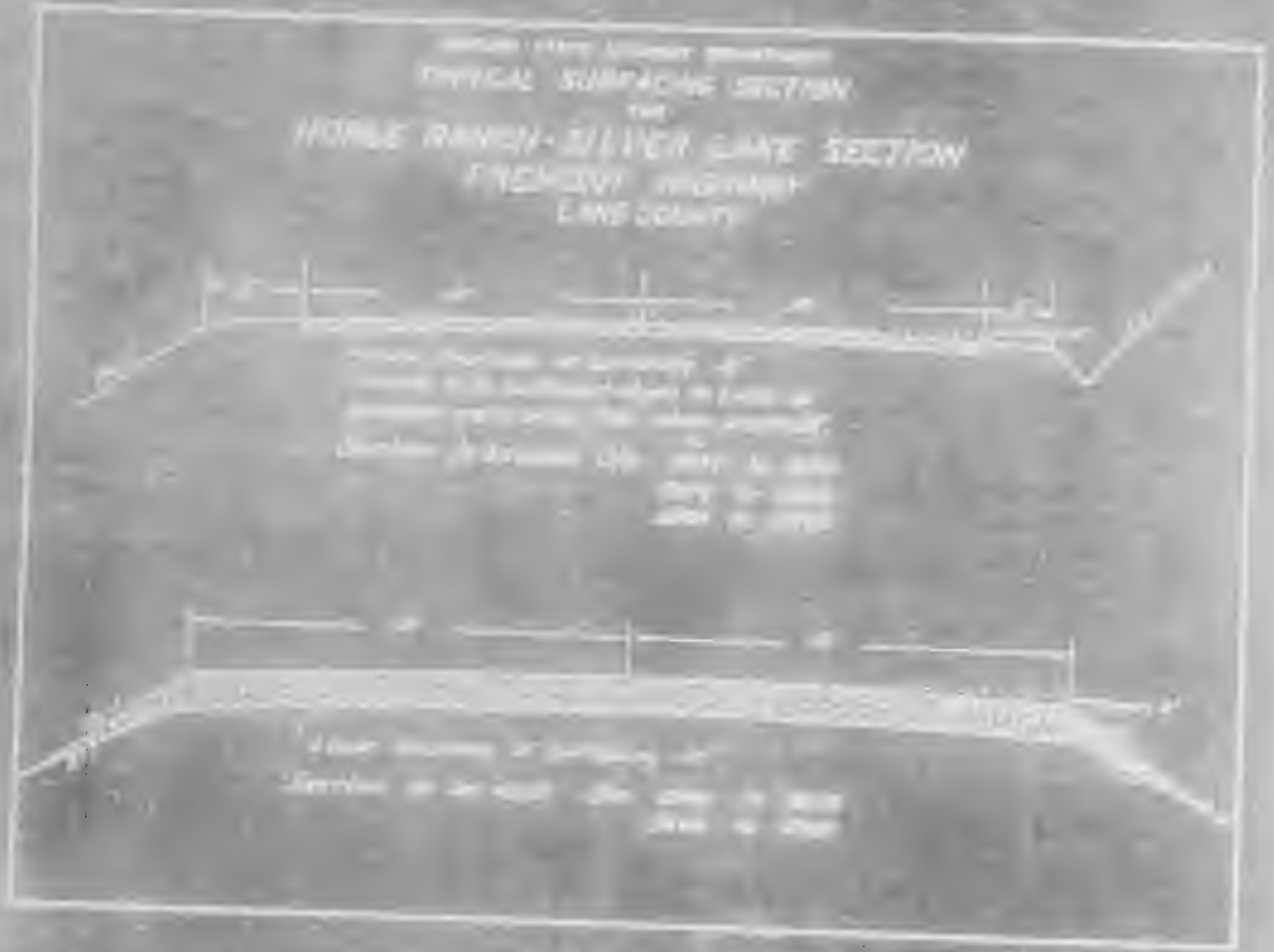
TO WHOM IT MAY CONCERN:

This is to certify that I am the duly appointed, qualified and acting State Highway Engineer for the Oregon State Highway Commission; that I am duly and regularly licensed to practice my profession in the State of Oregon, and am registered under the laws of the said State; that the foregoing engineer's estimate of cost and accompanying plans were each and all made under my supervision, and said estimate has been checked and examined by me; that it is my judgment and opinion, based upon prices of labor specified for P. W. A. projects and of materials prevailing during the fall of 1933, that said estimate is reasonable and correctly reflects unit prices predicated upon market values in effect at said time.

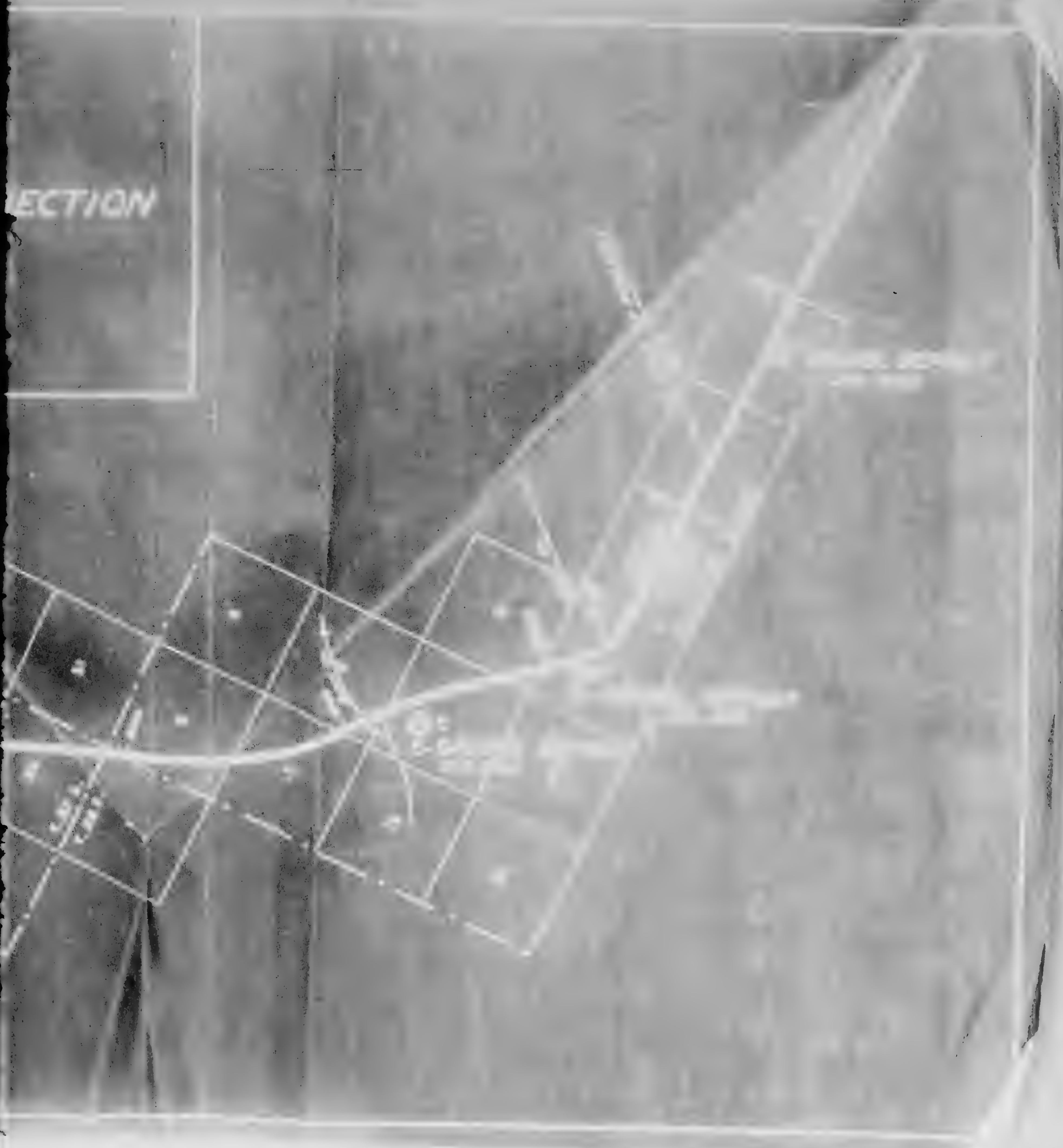
I further certify that, in my opinion, the foregoing described project can be constructed at the cost given in the said estimate, subject, however, to any subsequent material changes in said market values.

Dated this 22nd day of November, 1933.

R H Baldock
State Highway Engineer for the
Oregon State Highway Commission


OREGON STATE HIGHWAY DEPARTMENT
TYPICAL SURFACING SECTION
FOR
HORSE RANCH - SILVER LAKE SECTION
FREMONT HIGHWAY
LAKE COUNTY

HORSE RA[illegible] SECTION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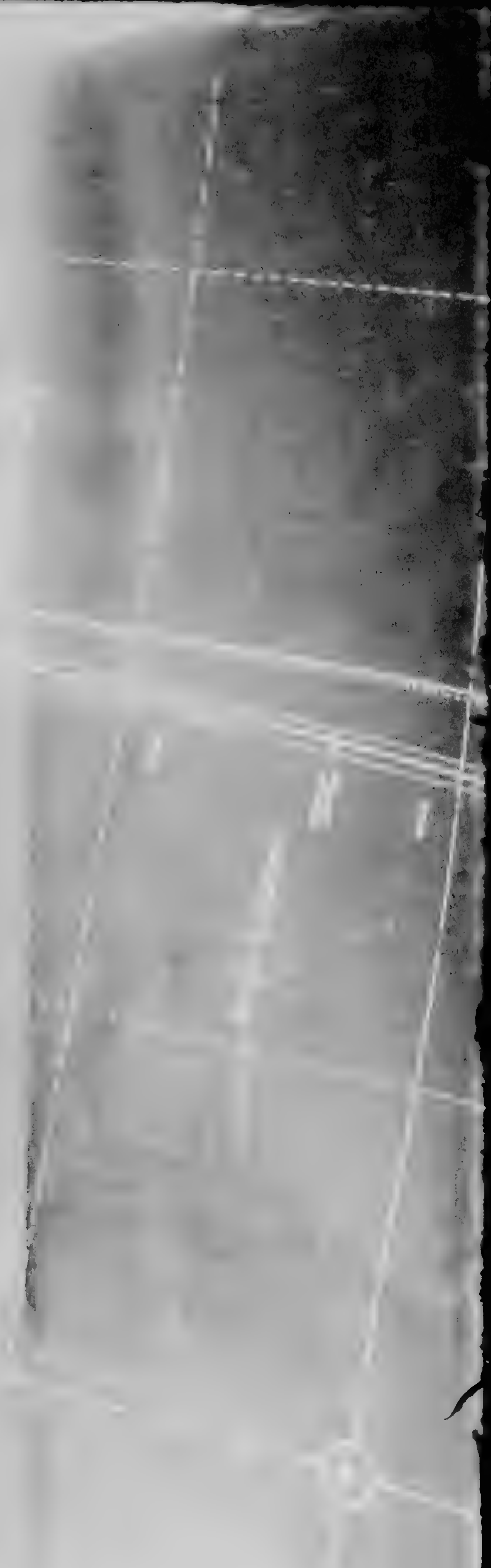

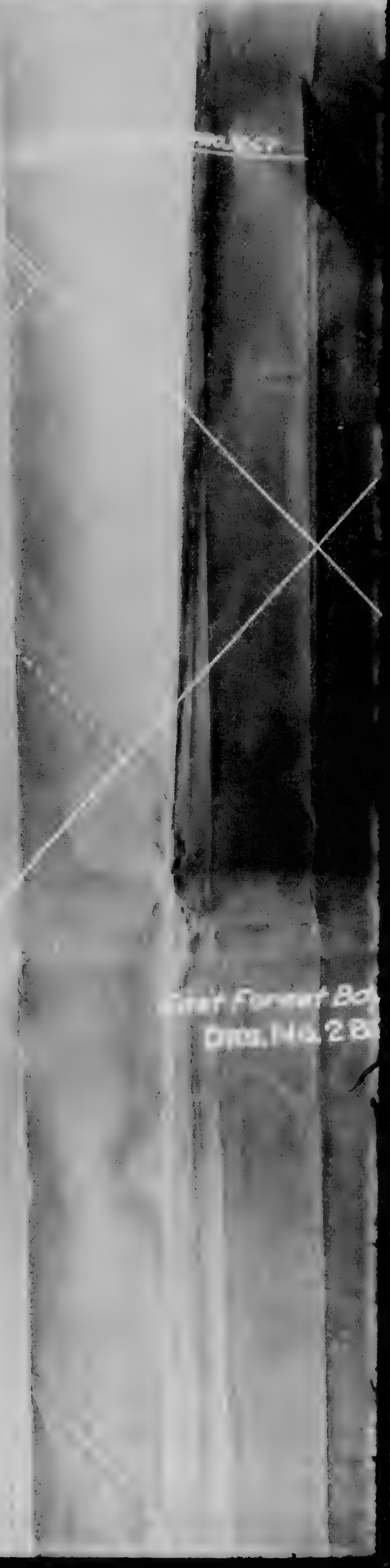
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R H Baldock

RECEIVED
APR 30 1937
FOR FILING
136-C

April 27th, 1937

Fremont Highway, Horse Ranch-Silver Lake Section
Surfacing and Oiling
Contract 1751, Prefix 19-1002
Babler Bros., Contractors
J. T. Burch, Resident Engineer

NOTED
State Highway Engineer

Item	Cost	Quantity	Unit Cost	Unit Bid	Gross Revenue
Pit Run Gravel Surfacing	$9,398.56	43,515 cu. yds.	0.216	0.30	$13,054.50
Hauling Pit Run Gravel	13,396.56	119,795 yd. mi.	0.112	0.10	11,979.50
Sprinkling	304.75	215½ M-Gal.	1.41	1.50	323.25
Gravel Shoulder Mat'l	1,109.64	3,795 cu. yd.	0.292	0.30	1,138.50
Haul Shoulder Material	2,087.65	18,640 yd. mi.	0.112	0.10	1,864.00
Removal of Overburden	2,955.00	19,380.3 cu. yds.	0.152	0.25	4,845.08
Mineral Aggregates	5,078.70	15,390 cu. yds.	0.33	0.45	6,925.50
Hauling Mineral Aggregate	10,872.75	98,347½ yd. mi.	0.11	0.10	9,834.75
Mixing & Finishing	7,911.34	16.4 Miles	482.40	700.00	11,480.00
Light Cutback Asphalt	28,761.69	1,210.535 Tons	23.76	27.00	32,684.45
Price Agreement #1, Sprinkling	201.15	100 M-Gal.	2.01	2.82	282.00
Price Agreement #2, ½" - 0" Screened Gravel in Stockpile	92.75	48.8 cu. yds.	1.90	1.00	48.80
	$ 82,170.54				$ 94,460.33

Gross Revenue	$94,460.33
Total Cost	82,170.54
Net Profit	$12,289.79

Net Profit Equals 13% of Gross Revenue

Cost Analysis Final Report

Contract 1751

Detail Cost

Labor:		
Supervision (Supt. & Timekeeper)	$1,804.35	
Labor	17,552.29	
State Industrial Accident Insurance	822.66	
Unemployment Insurance	193.57	
		$ 20,372.87
Material:		
RC 3 Cutback 1,210.535 Tons at $12.50	15,131.69	
Freight on RC 3 1,210.535 Tons at 7.70	9,321.12	
		24,452.81
Equipment Rental, Supplies & Miscellaneous:		
Equipment Rental	18,946.85	
Gas, Oil & Grease	7,475.00	
Fuel Oil for Boiler	234.26	
Freight & Cartage Move In and Out	1,505.18	
Explosives (Shoot Gravel Pits)	271.28	
Small Tools, Supplies & Misc.	5,133.65	
Bond	944.66	
Home Office & General Overhead	2,833.98	
		37,344.86
	Cost Grand Total	$ 82,170.54

Cost Analysis Final Report
Contract 1751

REMARKS:

This contract was bid and awarded September 5th, 1935. Work was started September 30th, and was completed August 31st, 1936. From September 5th to December 7th, the two gravel pits were stripped of overburden, and the pit run gravel surfacing was hauled and spread. One man and a power grader were left on the job from December 7th until June 20th to maintain the surfacing. The tack coat, road mix and seal coat were applied from June 22nd to August 31st.

The overburden was stripped with a 50 H.P. cat, a 4-yard McMillan scraper, a 1¼ yard shovel and trucks. 8,672 cu. yds. of overburden was hauled to widen the roadbed.

The pit run gravel surfacing was dug with a 1¼ cu. yd. shovel without shooting. The shovel averaged about 100 cu. yds. per hour operating time. The mineral aggregate was taken from one pit only and was dug with a 3/8 yard shovel after the material was loosened with explosives. The mineral aggregate for road mix was run through a Grizzly and oversize (over 1¼") was removed. The aggregate was hauled an average of 6.4 miles and placed in windrow down centerline of the highway at the rate of 16.7 cu. yds. per station.

915 cu. yds. of aggregate (½" - 0) was screened and used for seal coat. The shaker screen used was small and production was low, about 9 cu. yds. per hour. The cost was about $1.90 per cu. yds.

Good progress was made on road mix. 16.4 miles, 18 feet wide, 2inches thick, was mixed and spread in 15 working days, an average of about 1.1 miles per day. Road mix was started about August 4th and was finished August 21st. Rain on three days and cold nights and mornings slowed up progress. Two large pull blades powered with a 75 H.P. diesel cat and a 50 H.P. diesel cat, two large motor graders and one spring tooth harrow were used to do the mixing; about 6 round trips with each unit were required to thoroughly mix the oil and aggregate. After mixing the material was spread out to proper thickness and width and was then rolled with a 10-ton roller.

The RC 3 cutback used for binder, road mix and seal coat was heated and hauled from Beal Station (near Lapine), a distance of 35 miles. The cutback for road mix was hauled and spread at night so that the daylight hours could be utilized for mixing and finishing. About 0.26 gal. per sq. yd. was spread for binder course which was 22 feet in width. About 1.24 gal. per sq. yd. was spread for road mix and about 0.22 gal. per sq. yd. was spread for seal coat.

This job shows a good profit which is due to fair bid prices, efficient operation and good management. Cold nights and three wet days while oiling increased costs to some degree.

E. H. Clymer
Cost Analyst

#1751

136-C

October 18, 1938

United States Fidelity & Guaranty Company,
G. B. Ecklon, Agent,
Bedell Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 1751 for the construction of the Horse Ranch-Silver Lake Section of the Fremont Highway in Lake County has been completed by the contractors, Bebler Bros., and that final settlement will be made by the State with said contractos for work done under said contract on or after October 26, 1938.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims shluld there be any.

This notice is served upon you as you appear as surety on the bond furnished by the above contractors. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractors in connection with this contract will be $94,460.55, including the final payment.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary.

Dict. by J. McFarland.

136-e

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UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREGON

No. 8

October 8, 1936

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Final inspection of Oregon FAP 136-C, Horse Ranch-Silver Lake Section, Fremont Highway, Lake County, was made by a representative of this office on September 22, 1936. Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By LJCaufield
L. J. Caufield
Highway Engineer

136-e

#1751

x

September 29, 1936

United States Fidelity & Guarenty Company,
G. B. Eckles, Agent,
Bedell Building,
portland, Oregon.

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to Babler Brothers on Contract No. 1751 for the construction of the Horse Ranch-Silver Lake Section of the Fremont Highway in Lake County. This payment will be made on or after October 9, 1936.

Kindly acknowledge receipt of this letter.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary.

Dict. by J. McFarland.

Form 338—5M—6-36

136-e

RECEIVED
SEP 21 1936
OREGON
STATE HIGHWAY COMMISSION

FINAL REPORT

ORE N STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending September 19, 1936

Section Horse Ranch - Silver Lake

Kind of work Surfacing & Oiling

Highway Fremont

Section prefix 19-1002 FA- 136-C

Contractor Babler Bros.

Contract number 1751

Date of contract September 5, 1935

Date of completion August 31, 1936

Date work started September 2, 1935

Estimated date of completion August 31, 1936

Amount of contract $ 94755.00

Per cent of time elapsed 100 %

Estimated cost of completed project, exclusive of engineering $ 94467.08

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date, $ 3810.00, 4.0 %

Date project was completed August 31, 1936

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Semi-final estimate completed and shipped to Division Office this week. This is the final report on this project.

Six absorption tests were made on this project, and there was no leakage in any of them.

NOTED
H. G. SMITH

Signed John T. Burch

Address Paisley, Oregon.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

STATE PRINTING DEPT

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project		16.4		16.4	
Miles partially completed		16.4		16.4	
Miles completed		16.4		16.4	
Total estimated quantities		43515		15390 cy 1210.5 tons	
Estimated quantities moved or placed to date		43515		15390 1210.5	
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....,

Compressors ...., Bull Dozers ...., Sheet-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

1/

#1751

136-C

September 2, 1936

Mr. W. E. Chandler,
Division Engineer,
Bend, Oregon.

Dear Sir:

We are returning herewith your file with reference to extension of time on the Babler Brothers contract No 1751 - Horse Ranch-Silver Lake Section in Lake County.

While it is true that the Bureau of Public Roads concurred in the granting of an extension of time on this contract from July 31, 1936 to August 31, 1936, the matter was never acted upon by the Highway Commission. Before final payment is made on a contract it is necessary that the time limit be extended up to and including the date of completion by the Highway Commission.

We have the contractors formal application for an extension of time to August 31st and they have advised that their surety would forward their consent to this office. If you would furnish us with your recommendation the matter would be in line to present to the Commission for official action.

Very truly yours,

Secretary.

Dict. by J. McFarland.

#1751

FORM 8-8-1 1500 7-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF WM. E. CHANDLER, DIVISION ENGINEER
BEND, OREGON

IN REPLY PLEASE
REFER TO FILE NO.

August 31, 1936

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Attention: Mr. H. G. Glaisyer

Dear Sir:

Babbler Bros., contractors on the Horse Ranch-Silver Creek Section, Contract No. 1751 have made request for extension of time on April 17th. The application was forwarded to Mr. H. G. Smith.

Attached is our complete file on the matter. Kindly return when it has served its purpose.

Very truly yours,

WM. E. CHANDLER
DIVISION ENGINEER

wec/e
cc H. G. Smith
cc Babbler Bros.
encls.

OREGON STATE HIGHWAY COMMISSION

Office of K. D. Lytle, Division Engineer

Bend, Oregon

June 3, 1936

Babler Bros.,
2407 N. W. 28th Avenue
Portland, Oregon

Dear Sir:-

This is to advise you that the Salem office has agreed to extend the time limit on the Horse Ranch-Silver Lake job to August 31, 1936

Very truly yours,

K. D. LYTLE
DIVISION ENGINEER

kdl/e

COPY

August 28, 1936

Babler Brothers,
2407 N. W. 28th Avenue,
Portland, Oregon.

Gentlemen:

You are advised that the time limit on your contract No. 1751 - Horse Ranch-Silver Lake Section in Lake County, expired on July 31, 1936.

In order to have our records complete please forward us your formal application for an extension of time on this contract from July 31st to August 31, 1936. It will also be necessary to have the written consent of your surety on the bond furnished in connection with the contract to accompany your application.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary.

Dict. by J. McFarland.

cc to W. E. Chandler.

Mr. Chandler:

Re your letter of Aug, 26th. The Bureau concured in granting an extension to Aug, 31st. However, no application was presented by the contractors nor has the Commission asted upon the matter.

H. B. Glaisyer

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF WM. E. CHANDLER, DIVISION ENGINEER
BEND, OREGON

IN REPLY PLEASE
REFER TO FILE NO.

AUG 27 1936

August 26, 1936

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Attention: Mr. H. B. Glaisyer

Dear Sir:

This is in reply to your letter of August 22 in which you request that we secure a time extension on the Horse Ranch-Silver Lake project, Contract No. 1751, which contract expired on July 31.

Kindly refer to Mr. Smith's letter of June 1, in which letter he advises that the Bureau of Public Roads consents to a time extension on this project to August 31. This time extension will suffice as the contract will be completed within the next few days.

Very truly yours,

W. E. CHANDLER
DIVISION ENGINEER

By: W. O. Widdows
W. O. Widdows

wow/e
cc Mr. H. G. Smith

FORM 5-A-1 10M 4-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

136-C

July 21st, 1936

IN REPLY PLEASE
REFER TO FILE NO.

Mr. Jas. T. Burch
Resident Engineer
State Highway Dept.
Paisley, Oregon

Dear Sir:

The National Reemployment Service has filed correspondence to the effect that they cannot furnish relief labor to Babler Bros., Contract #1751, FAP 136-C.

Permission is granted under these conditions to show future non-relief labor certified by the National Reemployment Service as relief labor.

Very truly yours,

R. H. BALDOCK
STATE HIGHWAY ENGINEER

By

S. H. Probert
Office Engineer

R

cc to: R. H. Baldock ✓
W. E. Chandler
H. G. Smith
Ray Webber

136-e

#1751

July 20, 1936

Shell Oil Company,
Terminal ~~Sales~~ Building,
Portland, Oregon.

Attention: Frank J. Banner.

Gentlemen:

Receipt is acknowledged of your letter of July 17th concerning the Babler Bros. Contract No. 1751 - Horse Ranch-Silver Lake Section in Lake County.

You are advised that this contract was approximately 37% complete on July 10th. The date of completion is July 31, 1936. The contractors have been paid a total of $30,282.15. The retained percentage is $5,340.38.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary.

Dict. by J. McFarland.

#1751
[illegible]

SHELL OIL COMPANY
1220 S.W. MORRISON STREET
PORTLAND, OREGON
TELEPHONE ATWATER 7321

July 17, 1936

State Highway Commission
Salem, Oregon

Gentlemen:

Re: State of Oregon
Contract #1751
Babler Bros., Contractors

Will you please advise us what percentage of work has been completed on this contract to date and the amount of payments made to the contractor.

If, by any chance, the contract has been completed, will you please give us the completion and acceptance dates?

A stamped, self-addressed envelope is enclosed for your convenience.

Very truly yours,
SHELL OIL COMPANY

FRANK J. TURNER
Division Credit Manager

FJH:RS

[illegible] 10
E - $35,602.53
R - 5,340.38
Pd - $30,262.15

REFERRED TO
[illegible]
BY SECRETARY
please get me the dope

RECEIVED
JUL 18 1936
OREGON
STATE HIGHWAY COMMISSION

FORM 5-D-4 83775 3M 6-35
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF K. D. LYTLE, DIVISION ENGINEER
BEND, OREGON

131-C

June 15, 1936

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Attention: Mr. H. ~~C~~. Smith

Dear Sir:

I am sending herewith for your approval a Price Agreement covering the sprinkling of a part of the Horse Ranch-Silver Lake Section. In our special provisions we provided that the contractor would not be required to water the roadway between M. P. 31.7 and M. P. 40.15 but I think it would be well to put some on this section just before we get ready to place the prime coat of oil.

In arriving at a price for this item I figured the average haul on this section and subtracted the average haul on the section for which we had a price. The difference was six miles and we are paying them six cents per ton mile for this six miles plus their bid price of $1.50 per M-gals.

Very truly yours,

K. D. LYTLE
DIVISION ENGINEER

kdl/e
encl.

136-C

June 10, 1936

Mr. H. G. Smith
Office

Dear Sir:

I have had a number of complaints about the traffic difficulties on the Wapinitia Cut-off which is now under construction. Please have Eason go over this road and make a report.

Very truly yours,

State Highway Engineer

RHB:HI
cc A. E. Shearer
Oregon State Motor Association
Portland, Oregon

E. B. McDAN[illegible]resident **C. E. GATES, Vice-President** **[illegible] COAN, Treasurer** **RAY CONWAY, Secretary**

RAY CONWAY, Gen. Mgr. **A. E. SHEARER, Mgr. Club Service**

Oregon State Motor Association

INCORPORATED
AFFILIATED WITH AMERICAN AUTOMOBILE ASSOCIATION
General Offices, Terminal Sales Building, 1200 S. W. Morrison
Portland, Oregon

Directors
E. B. McDANIEL, *Chairman*
RALPH COAN, *Portland*
C. E. FRANCIS, *Portland*
C. E. GATES, *Medford*
DR. T. E. GRIFFITH, *The Dalles*
GROVER HILLMAN, *Salem*
DR. GEO. M. HOFFMAN, *Portland*
WALTER CHIENE, *North Bend*
W. R. McDONALD, *Portland*
CLYDE McKAY, *Bend*
DR. R. G. MOSS, *St. Helens*
JUNIUS V. OHMART, *Portland*
W. C. PERKINS, *La Grande*
J. E. TURNBULL, *Eugene*
HAROLD A. WORMSER, *Portland*

Branch Offices
BEND
EUGENE
LA GRANDE
KLAMATH FALLS
MEDFORD
SALEM

Information Bureaus
ALBANY
CORVALLIS
HOOD RIVER
MARSHFIELD
NORTH BEND
ONTARIO
ROSEBURG
THE DALLES
PENDLETON

June 9, 1936

Oregon State Highway Commission,
Salem, Oregon

Gentlemen:

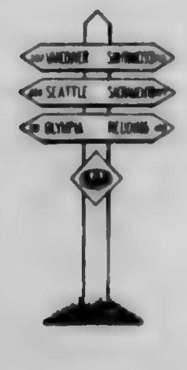
Enclosed find letter I received today, the same being a complaint regarding the work on the Wapinitia Cutoff. For your information, I have had several verbal complaints of the same kind and, receiving several, I believe that there might be something done in this particular locality to relieve the situation.

Very truly yours,

A E Shearer
A. E. SHEARER
Manager Club Service Department

AES:K

Enc.



JOHN D. FOGLE LOUISE B. FOGLE

THE REDMOND BAKERY

REDMOND, OREGON

June 6th 1936.

Wylle H. Aasen.
Portland Ore:-

I am writing to register a complaint against the Construction Crew, the Highway Commission or any organization who is head of the road work now going on in the Clear Lake area of the Wapinitia Cutoff. I had eight guests over the late two-day holiday (from Portland) May 29-30. The road was graded up in center so as to be impassable: The passengers had to get out and walk. It looked like this was deliberate, knowing that the traffic would be extra heavy. If I have not written to right place please inform me where to register complaint. We go over this road very often and knew it's bad, but we never had to get out and walk. If you need names of those discommoded I can furnish same. Mr. Robert Davis, of firm of Gray & Co. - 1305 N.W. Davis St. - was the driver of ~~that~~ party.

Very sincerely yours

L. B. Fogle
(member of A.A.A.)

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE
H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF WM. E. CHANDLER, DIVISION ENGINEER
SALEM

136-C

June 1st, 1936

IN REPLY PLEASE REFER TO FILE NO.

~~Mr. K. D. Lytle~~
~~Division Engineer~~
~~State Highway Dept.~~
~~Bend, Oregon~~

Dear Sir:

Herewith copy of letter from the Bureau of Public Roads agreeing to the requested extension of time to August 31, 1936, on Oregon Federal Aid Project No. 136-C, the Silver Lake-Horse Ranch Section of the Fremont Highway, under contract to Bahler Brothers.

Very truly yours,

R. H. BALDOCK
STATE HIGHWAY ENGINEER

By

H. G. Smith
Construction Engineer

R
Enc.

cc to: R. H. Baldock ✓

Copy of Bureau letter of May 29, 1936 to be filed in Contract.

NOTED

FORM 8-A-1 8M 2-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

136-C

May 25th, 1936

IN REPLY PLEASE
REFER TO FILE NO.

Mr. W. H. Lynch
District Engineer
Bureau of Public Roads
Portland, Oregon

NOTED

Attention: Mr. Davis.

Dear Sir:

Babler Bros. have requested an extension of time on the Horse Ranch-Silver Lake project to August 31st, instead of July 31st, as at present. Their reasons for the extension are as follows:

When the contracts were awarded it was not realized that there was any difference between the weather conditions at Paisley and at Silver Lake, and consequently the completion dates were fixed as July 31st, on the Horse Ranch-Silver Lake job, and August 31st, on the Paisley job. It now develops that the Paisley job should be mixed first and then the Silver Lake job. In order to do this, it will be necessary to place the completion date of the Silver Lake job at August 31st, which was originally planned for the Paisley job. This will in no way change the completion dates of both jobs, but will merely be adapting them to practical conditions found in regard to the weather.

Very truly yours,

R. H. BALDOCK
STATE HIGHWAY ENGINEER

By

H. G. Smith
Construction Engineer

HGS:AR

cc to: R. H. Baldock

FORM 5-C-1 58778 2M 6-35
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

136-C

OREGON STATE HIGHWAY COMMISSION
OFFICE OF K. D. LYTLE, DIVISION ENGINEER
BEND, OREGON

April 21, 1936

1936

Mr. R. H. Baldock ✓
State Highway Engineer
Salem, Oregon

State Highway Engineer

Attention: Mr. H. G. Smith

Dear Sir:

I am sending herewith a letter received from Babler Brothers regarding an extension of time on their contract for the surfacing and oiling of the Horse Ranch-Silver Lake Section of the Fremont Highway, Contract No. 1751.

I believe that the plan outlined in this letter would be to our advantage and as the cost to us would not be increased. I would recommend that the request be granted.

Very truly yours,

K. D. LYTLE
DIVISION ENGINEER

kdl/e
encls.

/

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

Stencil No. 124

IN YOUR REPLY PLEASE
REFER TO FILE NO. Oregon 136-C

POST OFFICE BUILDING
PORTLAND, OREGON

March 9, 1936

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the modified project agreement and certificate for the above numbered project.

Very truly yours,

W. H. LYNCH
District Engineer

By L Caufield
L. J. Caufield
Highway Engineer

Encls.

Zor

Oregon Federal Aid Project No. 136,
Section C.

Hwy 6675

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on February 11, 1930, by the State Highway Commission of Oregon, and on March 24, 1930, by the Acting Secretary of Agriculture, the said parties entered into an agreement for the improvement of that certain road described therein and designated as Oregon Federal Aid Project No. 136, Section C; and

WHEREAS, the plans and specifications previously approved for said Section C provided for the construction of 19.737 miles of graded road and two bridges of more than 20 feet clear span 0.029 of a mile in length, in Lake County, for which the estimate approved was $66,225.50, and $40,465.04 Federal funds were set aside to the credit of said Section C; and

WHEREAS, the construction of said Section C in accordance with the plans and specifications previously approved has been completed, finally inspected, and accepted, at a total cost of $71,415.78, and voucher in the sum of $39,623.20 has been passed for payment as the share of the Federal Government on said Section C; and

WHEREAS, the said State Highway Commission of Oregon now requests a reopening of said Section C and a revision of the plans, specifications and estimate approved therefor to provide for the construction of a roadmix wearing surface between survey stations 5099+00 and 5970+00, at an estimated cost of $104,230.50; and by reason thereof has requested that the estimate of cost approved for said Section C be increased from the previous actual cost of $71,415.78 to $175,646.28, and that the Federal funds approved and set aside to the credit of said Section C be increased from the previous actual payment of $39,623.20 to $103,203.80:

NOW, THEREFORE, It is hereby mutually agreed by and between the said State Highway Commission of Oregon and the Secretary of Agriculture that the plans, specifications and estimate approved for said Section C be revised in the manner above indicated, and that the said project agreement be amended as follows:

The third "Whereas" paragraph shall read:

> "Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications and estimate and the sum of one hundred three thousand, two hundred three and 80/100 dollars ($103,203.80) as the share of the United States payable under said act on account of Section C of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:"

Paragraph (b) of Article III shall be and is hereby stricken out.

Article IV shall read:

> "Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section C of said project shall not in any event exceed the sum of one hundred three thousand, two hundred three and 80/100 dollars ($103,203.80), certified to the Secretary of

> the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of one hundred seventy-five thousand, six hundred forty-six and 28/100 dollars ($175,646.28), the approved total estimated cost of Section C of said project."

Except as herein specifically modified the said project agreement shall remain in full force and effect.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for Project No. 112.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, the State Highway Commission of Oregon on the 30th day of November, 1935, and the Secretary of Agriculture on the 19th day of February, 1936.

OREGON STATE HIGHWAY COMMISSION

By Henry F. Cabell
Chairman, State Highway Commission

By
Member, State Highway Commission

By F H Fonville
Member, State Highway Commission.

Secretary of Agriculture,

By R. E. Boykin
Acting Chief, Bureau of Public Roads.

Oregon Federal Aid Project
No. 136, Section C.

R. H. BALDOCK
STATE HIGHWAY ENGINEER

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(*Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.*)

To

The Secretary of the Treasury, and

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as Project No. 136-C, State of Oregon.

Second. That in accordance with said provisions I have approved the sum of $ 175,646.28 in lieu of the previous actual payment of $59,623.80, as the total estimated cost of said project, and the sum of $ 103,205.80 /as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this 19th day of February one thousand nine hundred and thirty-six

Secretary of Agriculture,

By

Acting Chief, Bureau of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE : 1934

FORM 8-C-1 10010 1-M 1-35

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF K. D. LYTLE, DIVISION ENGINEER
BEND, OREGON

136-E

RECEIVED
JAN 30

January 29, 1936

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Attention: Mr. W. W. Stiffler

Dear Sir:

For your information I am enclosing herewith copy of "Order for State Force Work on Contract Projects" on the Horse Ranch-Silver Lake Section of the Fremont Highway, Prefix 19-1002, this has been approved by Mr. G. S. Paxson.

I am also sending copy of "Order for State Force Work on Contract Projects" covering work on the Paisley-Chewaucan Narrows section of the Fremont Highway, Prefix No. 19-1102, approved by Mr. H. G. Smith and Mr. Baldock. Also Mr. G. S. Paxson.

This in reply to your letter of January 27, 1936.

Very truly yours,

K. D. LYTLE
Division Engineer

kdl/e
encls.

FORM 5-A-1 23080 2M 6-33
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

DEC 23 1935
OREGON

136c

Silver Lake, Ore.
Dec. 20, 1935

IN REPLY PLEASE REFER TO FILE NO.

Mr. W.H.Lynch, District Engineer,
U.S.Bureau of Public Roads,
Portland, Ore.

F.A.P.136C.
Cont. 1751

Dear Sir:

All operations on this contract ceased last night for an indefinite period.

On Thursday, Dec. 5, all surfacing material was out, and since that date, blade graders have been working the surface.

The surface is now frozen hard, and no work will be done until it softens sufficiently to be workable.

You will be advised when this work is again resumed.

Very Respectfully,

S.F.Walters,
Resident Engineer.

NOTED
State Highway Engineer

cc R.H.Baldock ✓
K.D.Lytle

136C

October 14, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement for the East Forest Boundary-Silver Lake Section, Project No. 136-C.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department   Federal Aid Project No. 136-C

EAST FOREST BOUNDARY-SILVER LAKE SECTION
OF THE FREMONT HIGHWAY IN LAKE COUNTY

(Estimate as basis for modified agreement. Based on low bid prices.)

Salem, Oregon, September 16, 1935

COMPLETED FEDERAL AID WORK

Final Cost.. $ 71,415.78
Federal Aid Paid.. $ 39,623.20
Length.. 19.766 miles

NEW WORK

Resurfacing and Oiling
(Sta. 5099+00 to 5970+00)

46,000	cu. yds.	Pit Run Gravel Surfacing	$ 0.30	$ 13,800.00
124,000	yd. mi.	Hauling Pit Run Gravel	0.10	12,400.00
4,400	cu. yds.	Filler	0.25	1,100.00
4,400	yd. mi.	Hauling Filler	0.20	880.00
1,000	M-Gal.	Sprinkling	1.50	1,500.00
3,500	cu. yds.	Gravel Shoulder Material	0.30	1,050.00
10,000	yd. mi.	Hauling Shoulder Material	0.10	1,000.00
15,000	cu. yds.	Removal of Overburden	0.25	3,750.00
17,500	cu. yds.	Mineral Aggregates	0.45	7,875.00
48,200	yd. mi.	Hauling Mineral Aggregates	0.10	4,820.00
16.4	mile	Mixing and Finishing	700.00	11,480.00
1,300	tons	Light Cutback Asphalt in Place	27.00	35,100.00
			Subtotal	$ 94,755.00
			10% Engr. & Cont.	9,475.50
			Total	$104,230.50

Length of Roadwork   16.385 miles
Cost per mile $ 6,361.33

Federal Aid Requested.. $ 63,580.60 (61%)
State Funds Available.. 40,649.90

$104,230.50

State Funds for Constr: Chap. 175, laws 1917; Chap. 71, laws 1920
State Funds for Maint: Chap. 41, laws 1927

136 e

September 19, 1935.

Babler Brothers
2407 N. W. 28th Avenue
Portland, Oregon

Gentlemen:

By express we are forwarding to you a fully executed copy of contract No. 1751 awarded to you on September 5, 1935, for the surfacing and oiling of the Horse Ranch-Silver Lake Section of the Fremont Highway in Lake County.

This copy is for your records and files.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

JM:CE

136 e

September 7, 1935

Babler Bros.
2407 N. E. 28th Avenue
Portland, Oregon

Gentlemen:

This letter is to inform you that the State Highway Commission has approved and accepted the proposal submitted by you on September 5 for the construction of the Horse Ranch-Silver Lake Section of the Fremont Highway, on the basis of your bid for the road mix alternate, at $94,755.00.

This letter is your authority and our request to commence your construction operations immediately. Contract forms will be sent to you shortly for execution.

We also request that you immediately notify the U. S. Reemployment Service of the approximate time your construction operations will begin and the number and classification of laborers needed for such work.

Very truly yours,

STATE HIGHWAY COMMISSION

BY
Secretary

HBG:MRL
cc K D Lytle
S H Probert

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREGON

IN YOUR REPLY PLEASE
REFER TO FILE No. 136 C

September 6, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to letter by the undersigned, dated August 30, and referring to Oregon F.A.P. 136-C, Horse Ranch-Silver Lake section of the Fremont Highway.

It has just been noted that the second paragraph of that letter states that "As you presumably know, this Bureau has in the past objected to a depth of less than 2" for bituminous treated material of the road mix type. * * * " This figure should have been 2-1/2", which is considered the minimum depth for this type of surfacing on which we would ordinarily cooperate.

Very truly yours,

W. H. LYNCH
District Engineer

By Caufield
L. J. Caufield
Highway Engineer

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.________

POST OFFICE BUILDING
PORTLAND, OREGON

September 5, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence in award of contract, as of this date, for Oregon Federal Aid Project No. 136-C, the Horse Ranch-Silver Lake section of the Fremont Highway, to Babler Bros., Portland, Oregon, who submitted the low bid.

Very truly yours,

W. H. LYNCH
District Engineer

By F. E. Andrews
F. E. Andrews
Sr. Highway Engineer

136C

September 3, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed copies of a letter sent to prospective bidders for the surfacing and oiling of the Horse Ranch-Silver Lake Section, Project No. 136-C, which letter concerns the pay quantity for the item "Emulsified or Cutback Asphalt in Place" under the alternate type, Plant Mix Bituminous Macadam.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/MZ

Encl.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO. 136C

POST OFFICE BUILDING
PORTLAND, OREGON

August 30, 1935

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Reference is made to the plans, specifications and estimate for Oregon Federal Aid project 136-C, Horse Ranch-Silver Lake section of the Fremont Highway.

As you presumably know, this Bureau has in the past objected to a depth of less than 2" for bituminous treated material of the roadmix type. In commenting on this, our Regional Office has accepted the 2" depth in the center on the assumption that the .2 of a gallon liquid asphalt for a prime treatment would add approximately 1/2" to the treated depth.

The question has also been raised concerning the use of screened gravel passing the 1-1/2" screen as a departure from usual practice in roadmix construction. We realize, of course, that surfacing material is extremely scarce in the vicinity of this project, but we are assuming that you are convinced that the uncrushed material proposed for use will produce a stable surfacing.

The standard specifications for Section 20, "Bituminous Macadam Wearing Surface, Plant Mixed Type", require No. 3 road oil for the mix, payment to be included in the price bid for "bituminous mixture in place." Separate payment is provided for emulsified asphalt or cutback asphalt contemplated only for prime and seal. The special specifications for this project require RC-4 liquid asphalt in the plant mix and provide that the basis of measurement and payment for various items shall be the same as stated in the standard specifications. This results in some ambiguity, as the standard specifications provide separate payment for cutback asphalt. The estimate for the plant mix alternate apparently is based on including payment for the asphalt in the mix in the item "bituminous mixture in place". We believe this ambiguity should be cleared up.

The nomenclature used by the State in both the special and standard provisions for these surfacings has been questioned by the Regional Office. Alternate No. 1, the roadmix, should be classed as a surface treatment; also, the plant mix should not be referred to as bituminous macadam.

The revised estimate forwarded with Mr. Probert's August 29th letter and the revised proposal forms are today being recommended for approval. The revision consists of including the "Removal of Overburden" as a bid item.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Highway Engineer

Noted [illegible]

136C

August 29, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate to accompany plans and specifications for the Horse Ranch-Silver Lake Section, Project No. 136-C (Reop.). Five bid proposals are being sent under separate cover.

These papers have been revised by the inclusion of an additional bid item "Removal of Overburden."

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department | Federal Aid Project No. 136-C

EAST FOREST BOUNDARY-SILVER LAKE SECTION OF THE FREMONT HIGHWAY IN LAKE COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, August 29, 1935

COMPLETED FEDERAL AID WORK

Final Cost.. $ 71,415.70
Federal Aid Paid.. $ 39,623.20
Length...19.766 miles

NEW WORK

Resurfacing and Oiling
(Sta. 5022+00 to 5970+00)

46,000	cu. yds.	Pit Run Gravel Surfacing	$ 0.30	$ 13,800.00
124,000	yd. mi.	Hauling Pit Run Gravel	0.11	13,640.00
4,400	cu. yds.	Filler	0.35	1,540.00
4,400	yd. mi.	Hauling Filler	0.12	528.00
1,000	M-Gal.	Sprinkling	1.25	1,250.00
3,500	cu. yds.	Gravel Shoulder Material	0.40	1,400.00
10,000	yd. mi.	Hauling Shoulder Material	0.12	1,200.00
15,000	cu. yd.	Removal of Overburden	0.15	2,250.00
				$ 35,080.00

ALTERNATE NO. 1(ROAD MIX SURFACE TREATMENT)

17,500	cu. yds.	Mineral Aggregates	$ 0.45	$ 7,875.00
48,200	yd. mi.	Hauling Mineral Aggregates	0.12	5,784.00
16.4	miles	Mixing and Finishing	800.00	13,120.00
1,300	tons	Light Outback Asphalt in Place	30.00	39,000.00
				$ 65,779.00

ALTERNATE NO. 2 (PLANT MIX)

21,700	tons	Bituminous Mixture in Place	2.70	$ 58,590.00
2,100	cu. yds.	Mineral Aggregates in Place	0.80	1,680.00
286	tons	Emulsified or Outback Asphalt in Place	30.00	8,580.00
				$ 68,850.00

Subtotal (Low Alternate)	$ 100,859.00
10% Engr. & Cont.	10,085.90
Total	$ 110,944.90

Length of Roadwork	16.385 miles
Cost per mile	$ 6,771.12

Federal Aid Requested..	$ 67,676.38 (61%)
State Funds Available..	43,268.52
	$ 110,944.90

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO.

POST OFFICE BUILDING
PORTLAND, OREGON

August 21, 1935

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

The plans, specifications and estimate for reopening Oregon Federal Aid Project No. 136-C, the East Forest Boundary-Silver Lake Section of the Fremont Highway, have today been recommended for approval. This is your authority for advertising.

It is noted that the section shows 2" compacted thickness in the center and 3-1/2" on the edges. Previous advice has been that a minimum thickness of 2-1/2" compacted would be required. However, we are transmitting the section as submitted with the understanding that if this is not approved, the section can be changed to show 2-1/2" thickness over the entire width, as we believe the light traffic on this route justifies the decrease in thickness shown.

Prompt submission of the agreement estimate and bid tabulation will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L J Caufield
L. J. Caufield
Highway Engineer

136 C

August 19, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate to accompany plans and specifications for the East Forest Boundary-Silver Lake Section, F. A. Project No. 136-C.

Five blueprint plans and one advance copy of the bid proposal are being sent under separate cover.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dist. by J. W. Nash/GS

Encl.

(7)

Oregon State Highway Department Federal Aid Project No. 136-C

EAST FOREST BOUNDARY-SILVER LAKE SECTION OF THE FREMONT HIGHWAY IN LAKE COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement).

Salem, Oregon, ~~August 19~~, 1935

COMPLETED FEDERAL AID WORK

Final Cost	$ 72,425.78
Federal Aid Paid	$ 39,623.00
Length	19.765 miles

NEW WORK

Resurfacing and Oiling (Sta. 5099+00 to 5970+00)

46,000	cu. yds.	Pit Run Gravel Surfacing	$ 0.30	$ 13,800.00
124,000	yd. mi.	Hauling Pit Run Gravel	0.11	13,640.00
4,400	cu. yds.	Filler	0.35	1,540.00
4,400	yd. mi.	Hauling Filler	0.12	528.00
1,000	M-Gal.	Sprinkling	1.25	1,250.00
3,500	cu. yds.	Gravel Shoulder Material	0.40	1,400.00
10,000	yd. mi.	Hauling Shoulder Material	0.12	1,200.00
15,000	cy	Removal of Overburden	.15	2 250.00
				~~$ 32,830.00~~ 35,080.00

ALTERNATE NO. 1 (ROAD MIX SURFACE TREATMENT)

17,500	cu. yds.	Mineral Aggregates	$ 0.45	$ 7,875.00
48,200	yd. mi.	Hauling Mineral Aggregates	0.12	5,784.00
16.4	miles	Mixing and Finishing	800.00	13,120.00
1,300	tons	Light Cutback Asphalt in Place	30.00	39,000.00
				$ 65,779.00

ALTERNATE NO. 2 (PLANT MIX)

21,700	tons	Bituminous Mixture in Place	2.70	$ 58,590.00
2,100	cu. yds.	Mineral Aggregates in Place	0.80	1,680.00
286	tons	Emulsified or Cutback Asphalt in Place	30.00	8,580.00
				$ 68,850.00

Subtotal (Low Alternate) $ ~~98,609.00~~ * 100,859
10% Engr. & Cont. ~~9,860.90~~ 10,085.90

Total $ ~~108,469.90~~ * 110,944.90

Length of Roadwork 16.385 miles

Cost per mile $ ~~6,620.07~~ * 6,771.12

Federal Aid Requested.. $ ~~66,166.83 (61%)~~ 67,676.38 (61%)
State Funds Available.. ~~42,303.07~~ 43,268.52

$ 108,469.90

CONTRACT#1752,
1765,

187-D Juntura-Chimney Cr. Sec., 1935
1762 Culverts & Two Bridges over
1765 China Cr.

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187

Baldock

October 4th, 1937

FINAL COST ANALYSIS

Central Oregon Highway, Chimney Creek-Juntura Section
Contract 1752, Prefix 23-1008
McNutt Bros., Contractors
N. A. Toole, Resident Engineer

NOTED
State Highway Engineer

Item	Cost	Quantity	Unit Cost	Unit Bid	Gross Revenue
Clearing & Grubbing	$ 782.35	100%			$ 400.00
Trench Excavation	1,590.12	2,222.1 cu. yd.	0.72	0.80	1,777.68
Common "	21,396.05	91,983.3 cu. yd.	0.23	0.22	20,236.33
Solid Rock "	12,692.17	21,513.3 cu. yd.	0.59	0.70	15,059.31
Overhaul	2,516.31	85,427 yd. sta.	0.03	0.02	1,708.54
Truck Haul	3,225.35	17,917.9 yd. mi.	0.18	0.15	2,687.69
Special Borrow	7,068.86	30,516.8 cu. yd.	0.23	0.22	6,713.70
Hauling Special Borrow	3,213.40	17,849.1 yd. mi.	0.18	0.15	2,677.37
Finishing Roadbed & Slopes	3,260.80	5.83 Miles	560.00	200.00	1,166.00
Rounding Cutbanks	1,195.04	17,072 lin. ft.	0.07	0.08	1,365.76
Selected Roadbed Topping	3,238.36	8,522 cu. yd.	0.38	0.35	2,982.70
Hauling " "	2,278.32	16,273.7 yd. mi.	0.14	0.15	2,441.06
Rip Rap	63.00	31.5 cu. yd.	2.00	2.00	63.00
Class "A" Concrete	323.57	14.98 cu. yd.	21.60	25.00	374.50
18" Concrete Pipe	1,178.10	693 lin. ft.	1.70	2.00	1,386.00
18" Corr. Iron Pipe	738.48	408 lin. ft.	1.81	2.00	816.00
18" Concrete Siphon Pipe	574.20	261 lin. ft.	2.20	3.00	783.00
24" Concrete Pipe	929.88	369 lin. ft.	2.52	3.00	1,107.00
24" Concrete Siphon Pipe	234.09	81 lin. ft.	2.90	4.00	324.00
36" Concrete Pipe	757.50	150 lin. ft.	5.05	5.90	885.00
36" Corr. Iron Pipe	251.16	46 lin. ft.	5.46	5.95	273.70
48" " " "	1,667.25	224 lin. ft.	7.41	7.70	1,724.80
72" " " "	1,429.00	100 lin. ft.	14.29	15.50	1,550.00
Force Account	164.09				164.09
	$70,767.45				$68,667.23

Total Cost	$70,767.45
Gross Revenue	68,667.23
Net Loss	$2,100.22

Net Loss Equals 3% of Gross Revenue

Chimney Creek-Juntura Section

Detail of Cost

Labor:

Supervision	$1,661.86	
Labor	23,320.85	
State Industrial Accident Insurance	1,249.14	
State Unemployment Insurance	19.57	
		$26,251.42

Materials:

18" Concrete Pipe	693 lin. ft.	at 1.40	970.20	
24" " "	369 lin. ft.	at 2.00	738.00	
36" " "	150 lin. ft.	at 4.00	600.00	
18" Concrete Siphon Pipe	261 lin. ft.	at 1.40	365.40	
24" " " "	81 lin. ft.	at 2.00	162.00	
18" Corr. Iron Pipe	408 lin. ft.	at 1.45	591.60	
18" " " " Bands	13 each	at 2.15	27.95	
36" " " "	46 lin. ft.	at 4.50	207.00	
36" " " " "	2 each	at 4.26	8.52	
48" " " "	224 lin. ft.	at 6.21	1,391.04	
48" " " " "	10 each	at 5.73	40.11	
72" " " "	100 lin. ft.	at 11.79	1,179.00	
72" " " " "	4 each	at 10.99	43.96	
Cement	25½ bbls.	at 3.50	89.25	
				6,414.03

Equipment Rental, Supplies and Miscellaneous:

Equipment Rental	18,320.50	
Gas, Oil & Grease	7,594.80	
Explosives	2,450.00	
Small Tools, Supplies & Misc.	3,700.11	
Freight & Cartage	1,755.80	
General Overhead Expense	1,575.50	
Bond 1% of Gross Revenue	686.67	
Home Office Expense 2% of Revenue	1,373.34	
A. G. Plant, Sub-Contractor	645.28	
		38,102.00
Cost Grand Total		$70,767.45

Chimney Creek-Juntura Section

REMARKS:

This job was bid Sept. 5th, 1935; work was started Sept. 16th, and continued to Jan. 21st, at which time the contractor was forced to shut down operations and move out due to non-completion of bridge contract on this section. Operations were resumed on May 27th, and continued until June 9th, at which time the contractor moved his equipment. On July 13th, a cat and doser was returned, and on July 28th, 1936, the job was completed.

A $1\frac{1}{2}$ cu. yd. shovel and seven 6-cu. yd. trucks moved the larger part of the material excavated and borrowed. A 75 H.P. diesel cat equipped with a dozer or a 7-cu. yd. scraper was used to open cuts and move common and borrow excavation on short hauls.

The channel changes and irrigation ditch excavation was done mostly by hand labor, in order to use up the total relief labor required on this job. One man hour of relief labor was required for each $7.00 expended. The employment bureau in this district was unable to supply suitable labor, and the contractor worried along with the inefficient relief labor provided, and this helped to increase the cost.

The laying of the culvert pipe and the concrete work was subbed to A. G. Plant.

The contract was bid low. This coupled with costly channel, irrigation and drainage changes, and the delay and costly move in and out expenses due to non-completion of bridge contract, obviated any possibility of realizing a profit.

E. H. Clymer
Cost Analyst

By . . Henry Jullum

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MAY 20 1937
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187-E

May 19, 1937

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Reference is made to the inquiry contained in your letter of May 15, 1937 concerning the claim of $50.34 for the salary of Earl Mershon on the Chimney Creek-Juntura Section, Federal Aid Project No. 187-D.

The work performed by Mr. Mershon was checking the computations for the final estimate quantities.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.______

POST OFFICE BUILDING
PORTLAND, OREGON

May 15, 1937

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to Oregon Federal Aid Project No. 187-D, Chimney Creek-Juntura section of the Central Oregon Highway.

Our field auditor has questioned a claim for salary of Earl Mershon during August and September, 1936, amounting to $50.34. Will you please advise as to the nature of the work covered by the claim so that we may pass on its eligibility for Federal funds.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

65

May 15, 1937

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to Oregon Federal Aid Project No. 187-D, Chimney Creek-Juntura section of the Central Oregon Highway.

Our field auditor has questioned a claim for salary of Earl Mersham during August and September, 1936, amounting to $50.34. Will you please advise as to the nature of the work covered by the claim so that we may pass on its eligibility for Federal funds.

Very truly yours,

W. M. LYNCH
District Engineer

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FOR FILING

187-D

#1765

x

November 7, 1936

United Pacific Casualty Company,
M. L. Ritchey, Agent,
Failing Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 1765 for the construction of a bridge over China Creek on the Central Oregon Highway near Juntura in Malheur County, has been completed by the contractor, R. F. Nichol, and that final settlement will be made by the State with said contractor for work done under said contract on or after November 17, 1936.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibilty for any such claims should there be any.

This notice is served upon you as you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractor in connection with this contract will be $10,221.69, including the final payment.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary.

Dict. by J. McFarland.

FORM B-E-1 2000 6-35

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

G. S. PAXSON
ACTING BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

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NOV 16 1936
FOR FILING

187-D

November 2, 1936

Mr. Carl Smith
Auditor
Office

Dear Sir:

Herewith final estimate for construction of China Creek Bridges and culvert, Contract #1765.

You will note a deduction item for 34 barrels cement at $3.05 or $103.70. We find we do not have a price agreement on this but in view of the fact that we have evidence in our files that the cement used on this job cost the contractor an average of $3.05 per barrel, we ask you to expedite payment by passing this estimate.

Very truly yours,

G. S. Paxson
Acting Bridge Engineer

By

W. A. Reeves
Office Engineer

WAR:CM
cc: Auditor (2)
R. F. Nichol
✓J. W. Nash (2)

187-D

#1752

September 17, 1936

Hansen & Rowland, Inc.
Washington Building,
Tacoma, Washington.

Attention: F. Tunnard.

Gentlemen:

In response to your inquiry of September 15th you are advised that the warrant covering final payment in connection with Contract No. 1752, Chimney Creek-Juntura Section in Malheur County, was mailed to McNutt Brothers, the contractors, on September 8, 1936.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary.

Dict. by J. McFarland.

HANSEN & ROWLAND INC.
GENERAL AGENTS
TACOMA - SEATTLE - PORTLAND
SURETY BONDS GENERAL INSURANCE
TACOMA, WASHINGTON

H. T. HANSEN, PRES.
I. C. ROWLAND, SECY.

September 15, 1936

THIS COMMUNICATION IF SIGNED AS AGENT OR AGENTS SHALL BIND IN SUCH CAPACITY ONLY.
PLEASE ADDRESS ALL COMMUNICATIONS TO HANSEN & ROWLAND, INC., NOT TO INDIVIDUALS.

Oregon State Highway Commission
Salem, Oregon

RE: BOND NO. 45359 - McNUTT BROTHERS to STATE OF OREGON - Chimney Creek-Juntura Sec. Central Oregon Highway, Malheur County, Oregon. Your Contract No. 1752.

Gentlemen:

On August 24th you advised us that the above captioned contract had been completed and that final settlement would be made with McNutt Brothers on or after September 3, 1936. We would appreciate your advising us at this time whether or not final settlement has now been made with the contractors.

Thanking you in advance, we are

Very truly yours,

HANSEN & ROWLAND, Inc.
General Agents
By F. Turnard
Surety Bond Department

#175 ——
[illegible]
Final - $2,131.90 - [illegible]
✓ #11312

MF

STATE HIGHWAY COMMISSION

By

Secretary.

Dict. by J. McFarland.

#1752

187-D

August 24, 1936

Maryland Casualty Company,
Hansen & Rowland, Inc. Agents,
Washington Building,
Tacoma, Washington.

Gentlemen:

You are hereby notified that State Highway Contract No. 1752 for the construction of the Chimney Creek-Juntura Section of the Central Oregon Highway in Malheur County has been completed by the contractors, McNutt Bros., and that final settlement will be made by the State with said contractors for work done under said contract on or after September 3, 1936.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as you appear as surety on the bond furnished by the above contractors. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractors in connection with this contract will be $68,667.23 including the final payment. Of this amount $164.09 was for force account work.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary.

Dict. by J. McFarland.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE REFER TO FILE NO. No. 8

POST OFFICE BUILDING
PORTLAND, OREGON

August 6, 1936

AUG 7 1936

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Final inspection of Oregon FLH 4-F and FAP 187-D, Chimney Creek-Juntura Section, Central Oregon Highway, was made by a representative of this office on July 29, 1936. Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L J Caufield
L. J. Caufield
Highway Engineer

187-D

#1752

August 6, 1936

Maryland Casualty Company,
Hansen & Rowland, Inc. Agents,
Washington Building,
Tacoma, Washington.

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to McNutt Bros. on Contract No. 1752 for the construction of the Chimney Creek-Juntura Section of the Central Oregon Highway in Malheur County. This payment will be made on or after August 15, 1936.

Kindly acknowledge receipt of this letter.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary.

Dict. by J. McFarland.

Form 310—5M—9-34

187-D

EGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending August 1, 1936

Section	Chimney Cr. - Juntura	*Kind of work*	Grading
Highway	Central Oregon	*Section prefix*	23-1008
Contractor	McNutt BRothers	*Contract number*	1752
Date of contract	Sept. 5, 1935	*Date of completion*	July 31, 1936
Date work started	Sept. 16, 1935	*Estimated date of completion*	July 28, 1936
Amount of contract	$ 68,348.00	*Per cent of time elapsed*	100 %

Estimated cost of completed project, exclusive of engineering $ 68,348.00

Per cent of contract completed, based on total contract price 100 %

Engineering costs to date, $ 3900.00, 5.7 % *Date project was completed* July 28, 1936

General information covering progress of work by party and by contractor, important developments, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The contractor finished hand sloping around the bridge at station 300 on tuesday. He ripped up the gravel topping from station 300 to station 205 on monday and tuesday.

The state finished blading this stretch on tuesday.

On tuesday the 28th I sent a telegram to W. H. Lynch, B.P.R., that F.A.P.187D and F.L.H.4F was completed.

NOTED
H. J. SMITH

Signed L. A. Toole

Address Huntington, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	ENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	5.79				
Miles partially completed	5.79				
Miles completed	5.79				
Total estimated quantities	140,000				
Estimated quantities moved or placed to date	140,000				
Average daily quantities	2000				
Average daily quantities necessary to complete project on time					
Number shifts per day	1				
Hours per shift	8				
Average force on project for week	5				

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	Malheur COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men	4					1	5
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....,

Compressors ...., Bull dozers 1, Sheet-foot rollers ...., 1-40 HP Cat, 1-8'blade & truck

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Hot	None	
Monday	Hot	None	
Tuesday	Hot	None	
Wednesday	Hot		
Thursday	Hot		
Friday	Hot		
Saturday	Hot		

FORM S-M-1 500 12-35
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

IN REPLY PLEASE
REFER TO FILE NO.

189-8

July 31, 1936

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Attention Mr. H. G. Smith, Construction Engineer

Dear Sir:

All work on the Chimney Creek-Juntura section of the Central Oregon Highway was satisfactorily completed by McNutt Brothers, General Contractors, on July 28th. The total cost of the project as shown by the semi-final estimate is $72,495.12 as compared with project authorization of $75,182.80. The underrun was in the contingency and engineering fund, as the contract items were within $250.00 of the preliminary estimate.

I am enclosing a copy of a letter addressed to me by Resident Engineer N. A. Toole, explaining variation in certain items that exceeded 10% of the preliminary estimate.

Very truly yours,

W. C. WILLIAMS
Division Engineer

WCW:MA
enc.

cc R. H. Baldock

FORM 5-A-1 10M 4-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

4-7

OREGON STATE HIGHWAY COMMISSION

SALEM

July 9th, 1936

IN REPLY PLEASE
REFER TO FILE NO.

Mr. W. E. Williams
Division Engineer
State Highway Dept.
La Grande, Oregon

NOTED
State Highway Engineer

Dear Sir:

Mr. Earl McNutt, Contractor, is moving equipment to Juntura in the near future to backfill the Chimney Creek Bridge and to scarify that portion of the topping from the bridge westerly to the end of the job.

He finds it impractical to move a blader to the job; and therefore, you are authorized to blade the surface which he has scarified by State Highway Forces, and if there be expense in connection with this blading which would not be incurred in ordinary maintenance to bill Mr. McNutt for the cost of the blading.

Very truly yours,

R. H. BALDOCK
STATE HIGHWAY ENGINEER

By

H. G. Smith
Construction Engineer

HGS:AR

cc to: R. H. Baldock ✓
J. N. Bishop
Earl McNutt

FORM 8-8-1 10M 4-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

1871

June 22nd, 1936

IN REPLY PLEASE REFER TO FILE NO.

Mr. W. C. Williams
Division Engineer
State Highway Dept.
La Grande, Oregon

Dear Sir:

In regard to the request of McNutt Bros. for an extension of time until September on their contract on the Chimney Creek-Juntura Section, contract #1752.

This contract provides that the completion of the bridge structures is not expected until June 30, 1936, and the completion date of the contract is July 31, 1936. Therefore, I do not believe that the Bureau will consent to an extension of time until September merely to accommodate McNutt Bros; nor do I believe it good policy for this department to maintain a detour for two months around the bridge after it has been finished. We are very anxious to make as complete a showing as possible on the Central Oregon Highway, and I think it is quite important that this bridge be backfilled within the time limit of McNutt Bros. contract.

I realize that probably the backfilling is rather hard to do and that the contractors will need some heavy equipment to do it; and consequently, I will be glad to explain it more fully to Mr. Baldock if you will further explain the circumstances as to why McNutt Bros. cannot make arrangements with some local people or with the bridge contractor to complete the backfilling.

Very truly yours,

R. H. BALDOCK
STATE HIGHWAY ENGINEER

By

H. G. Smith
Construction Engineer

HGS:AR

cc to: R. H. Baldock

FORM 5-M-1 500 12-35

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

187-9

June 19, 1936

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Attention Mr. H. G. Smith, Construction Engineer

Dear Sir:

I enclose herewith copy of letter addressed to me by McNutt Brothers, General Contractors, requesting extension of time of 60 days on their Chimney Creek-Juntura grading contract #1752.

On May 27, McNutt Brothers moved their equipment to Juntura to complete backfilling of bridges and shaping of gravel topping. They were informed by the contractor and bridge inspector that the bridges would be ready for backfill possibly by June 4 and not later than June 10. McNutt Brothers made arrangements to leave their equipment at Juntura until June 10 to complete the work but had contracted for the moving of their equipment to the Santiam highway immediately after the 10th.

On June 6, Superintendent Walker was notified that it would not be possible to backfill around one of the bridges until June 14 and, judging from progress of the bridge work during the past two weeks, even this was not definite. As it was evident that there would be a considerable delay and that they had contracted the transportation of their equipment to the Santiam highway, they proceeded with the moving of their equipment and it is their intention to complete final backfilling when they return in September to finish the Gales-Tunnel project.

Very suitable detour has been provided at the one bridge not backfilled and traffic is not seriously handicapped.

FORM [illegible] 900 12-35
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

June 19, 1936

IN REPLY PLEASE
REFER TO FILE NO.

Mr. E. G. Smith, Construction Engineer
Subject: Request for extension of time
by McNutt Brothers on the
Chimney Creek-Junture grading
contract #1752.

Page 2
6 19-36

There will be no additional engineering costs to the State and I, therefore, recommend that McNutt Brothers be granted 60 days extension of time without penalty. As stated, there will be no engineering costs incurred which would be the only reason for a penalty. The late completion of the work is due to slow progress on the bridges rather than to any negligence on the part of the grading contractor.

Very truly yours,

W. C. WILLIAMS
Division Engineer

WCW:MA
Enc

cc R. H. Baldock

#1765

187-D

July 7, 1936

Mr. H. B. Glaisyer

Office

Contract #1765 with R. F. Nichol, for the construction of two bridges and one culvert on the Juntura-Chimney Creek Section of the Central Oregon Highway in Malheur County, was completed on June 29, 1936.

Acceptance of this project and permission to pay the final estimate is hereby requested.

W. A. Reeves

DGD:MM

[illegible] HIGHWAY COMMISSION
DATE July 8, 1936
H B Glaisyer
Secretary

FORM B-B-1 5M 2-33

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

G. S. PAXSON
ACTING BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

8

May 1, 1934.

Mr. R. F. Michel
Vale, Oregon.

NOTED
State Highway Engineer

Dear Sir:

I must call your attention to the status of your work on the China Creek Bridges on the Central Oregon Highway in Malheur County.

As of April 10, only approximately 15 per cent of your work was completed whereas 66 per cent of the time had elapsed. We must insist that every effort be made to push this job through to completion within the time allotted to it.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

G. S. Paxson
Acting Bridge Engineer

GSP:AP

cc Bureau of Public Roads
R. H. Baldock ✓
E. Stephenson
W. T. Williams

RECEIVED
APR 21 1936
OREGON [illegible]SION

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

Stencil No. 124

IN YOUR REPLY PLEASE
REFER TO FILE No. Ore. 187-D

POST OFFICE BUILDING
PORTLAND, OREGON

April 20, 1936.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon.

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the __________ project agreement and certificate for the above numbered project.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Highway Engineer

Encls.

Jon

Hwy. 28134

Form P. R. 2
State Oregon
Project No. 187-Section D

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

UNITED STATES DEPARTMENT OF AGRICULTURE

WASHINGTON
GOVERNMENT PRINTING OFFICE
1933

Form P. R. 2

PROJECT AGREEMENT

Memorandum of Agreement made this 25th day of February, 1936

by and between The Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 10th day of October, 1932, a project statement, which was approved by the Secretary on the 8th day of December, 1932, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for Section D of said project which were recommended for approval by the United States District Engineer on the 21st day of August, 1935; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of

forty-four thousand, seven hundred seven and 47/100

dollars ($44,707.47) as the share of the United States payable under said act on account of Section D of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

Article I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State Chap. 175, Laws of 1917, Chap. 31, Laws of 1920 (Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

Article II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between Survey Station 207+95, in the N.E. 1/4 of Sec. 10, T. 21 S., R. 37 E., W.M., and Survey Station 513+34.2, in the S.E. 1/4, Sec. 17, T. 21 S., R. 38 E., W.M., in the town of Juntura, excepting therefrom those portions between Stations 221+00 and 226+65; 244+26 and 258+43.1; 273+00 and 281+21.8; and 302+20 and 306+10; , length 5.186 miles, in Malheur County, being Section D of Oregon project No. 187, consisting of 5.168 miles of roadway and two bridges, each of more than 20 feet clear span, 0.018 of a mile in length; known locally as the Chimney Creek-Juntura Section of the Central Oregon Highway between official control points Burns and a point on F.A. Route No. 5 at Vale.

8—5518

CHARACTER AND METHOD OF CONSTRUCTION

Article III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section D of said project shall not in any event exceed the sum of forty-four thousand, seven hundred seven and 47/100 dollars ($44,707.47), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of seventy-three thousand, two hundred ninety and 95/100 dollars ($73,290.95), the approved total estimated cost of Section D of said project.

PAYMENTS

Article V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to

The State Treasurer
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

~~In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.~~

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

Article VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit:

(Include reference to statute authorizing

Chap. 41, laws 1927.

funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the 8th day of April, 1936

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By

Chairman, State Highway Commission
(Title of officer)

By E B Aldrich

Member, State Highway Commission
(Title of officer)

By F L Fonville

Member, State Highway Commission
(Title of officer)

By

(Title of officer)

By

(Title of officer)

SECRETARY OF AGRICULTURE,

By L. E. Boykin
Acting Chief, Bureau of Public Roads.

8—5513

Form PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under *"An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.*)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as Project No. 187-D, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 73,290.95 as the total estimated cost of said project, and the sum of $ 44,707.47 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this 8th day of April one thousand nine hundred and thirty-six.

SECRETARY OF AGRICULTURE,

By R. E. Boykin
Acting Chief, Bureau of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE: 1934 8—4290

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

Stencil No. 124

IN YOUR REPLY PLEASE REFER TO FILE No. Oregon FLH 4-F

POST OFFICE BUILDING
PORTLAND, OREGON

March 25, 1936

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the __________ project agreement and certificate for the above numbered project.

Very truly yours,

W. H. LYNCH
District Engineer

By L J Caufield
L. J. Caufield
Highway Engineer

Encls.

Jon

Арх. 27 974

Form P. R. 2
State Oregon
Project No. FLH 4, Section F

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

UNITED STATES DEPARTMENT OF AGRICULTURE

WASHINGTON
GOVERNMENT PRINTING OFFICE
1933

8—5518

Form P. R. 2

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 25th day of February, 1936

by and between The Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto; including particularly the amendatory act of June 24, 1930 (46 Stat. 805):

Whereas the Highway Department of said State submitted on the 22d day of October, 1932, a project statement, which was approved by the Secretary on the 8th day of December, 1932, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for Section F of said project which were recommended for approval by the United States District Engineer on the 21st day of August, 1935; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of

fourteen thousand, seventy-seven and 64/100

dollars ($14,077.64) as the share of the United States payable under said act on account of Section F of said project, which doe~~s~~ is ~~not exceed the authorized Federal pro rata share of~~ the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

8—5518

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State .... (Include date and citation of act of legislature by which authorized)

(*b*) From other sources funds to the extend of $14,077.64 will be made available under act approved May 17, 1935 (Pub. No. 62, 74th Congress)

(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between Survey Station 205+00, a point in the NW¼, Section 10, T. 21 S., R. 37 E., W.M., and Survey Station 306+10, a point in the NE¼, Section 11, T. 21 S., R. 37 E., W.M., excepting therefrom those portions between Stations 207+95 and 221+00; 226+65 and 244+26; 258+43.1 and 273+00; and 281+21.8 and 302+20;

........................, length 0.661 of a mile~~s~~, in Malheur County, being Section F of Oregon project No. FLH 4, consisting of 0.661 of a mile~~s~~ of roadway and no bridges, ~~each~~ of more than 20 feet clear span, ... [illegible]; known locally as the Chimney Creek-Juntura Section of the Central Oregon Highway between official control points, Burns (point on FA Route No. 5) and Vale.

8—5518

CHARACTER AND METHOD OF CONSTRUCTION

Article III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

8—5518

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section F of said project shall not in any event exceed the sum of fourteen thousand, seventy-seven and 64/100 dollars ($14,077.64), certified to the Secretary of the Treasury as above mentioned, which d[illegible] n[illegible]

d[illegible] is xx the approved total estimated cost of Section F of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to

The State Treasurer
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

In no event shall payment or payments made by the United States on account of said project exceed ~~the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.~~

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available)

Chap. 41, laws of 1927

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the 10th day of March, 1936

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By

Chairman, State Highway Commission
(Title of officer)

By E B Aldrich

Member, State Highway Commission
(Title of officer)

By F J Tou Velle

Member, State Highway Commission
(Title of officer)

By

(Title of officer)

By

(Title of officer)

SECRETARY OF AGRICULTURE,

By L. E. Boykin
Acting Chief, Bureau of Public Roads.

S—5513

Form PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as Project No. FLH 4-F, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $14,077.64 as the total estimated cost of said project, and the sum of $14,077.64 as the share of the United States, payable under said acts on account of such project, which ~~does not exceed the authorized Federal pro rata share~~ of said total estimated cost.

Done at the city of Washington, this 10th day of March one thousand nine hundred and thirty-six

SECRETARY OF AGRICULTURE,

By R. E. Boykin
Acting Chief, Bureau of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE 1934 8-4050

FORM 5-A-1 5M 1-35
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

IN REPLY PLEASE
REFER TO FILE NO.

4-7

February 3rd, 1935

Mr. W. C. Williams
Division Engineer
State Highway Dept.
La Grande, Oregon

NOTED
State Highway Engineer

Dear Sir:

I have no objection to McNutt Bros. suspending work on the Chimney Creek-Juntura Section until spring, but it will be very advantageous to the traveling public to have this project constructed as soon as possible. Therefore, I suggest that you do everything possible to speed up the bridges to an early completion and get the finishing and surfacing spread as early as possible.

Very truly yours,

R. H. BALDOCK
STATE HIGHWAY ENGINEER

By

H. G. Smith
Construction Engineer

HGS:AR

cc to: R. H. Baldock ✓
W. A. Toole
G. S. Paxson

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.________

POST OFFICE BUILDING
PORTLAND, OREGON

January 18, 1936.

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

With reference to your letter of January 14, 1936, submitting revised plan sheets 12 and 13 for Oregon Federal Aid Project FAP 187-D, Chimney Creek-Juntura Section of the Central Oregon Highway, we still lack the three copies of the encroachment resolution by the Town of Juntura, requested in our letter of January 7, 1936.

We would appreciate your forwarding this at your earliest convenience.

Very truly yours,

W. H. LYNCH
District Engineer

By F. E. Andrews
F. E. Andrews
Sr. Hwy. Engineer

[illegible]

187-B

January 14, 1936

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

In accord with the request contained in your letter of January 7th, 1936, we are today sending, under separate cover, five blueprint copies of sheets numbers 12 and 13, which have been revised to show the right of way widths through the town of Juntura.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Rash/ER

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREGON

January 7, 1936

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

With reference to your letter of December 27, 1935, concerning the proposed project agreement for Oregon F.A.P. 187-D, the Chimney Creek-Juntura section of the Central Oregon Highway, we still lack revised plan sheets Nos. 12 and 13 showing right of way widths in the town of Juntura, as requested in our letter of August 31, 1935. Preparation of the project agreement is being held up pending their receipt.

We should also have three copies of the customary encroachment resolution from the town of Juntura.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

4-7

December 27, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement for the Chimney Creek-Juntura Section, Project No. FLH 4-F.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department

Federal Lands
Project No. FLH 4-F

CHIMNEY CREEK-JUNTURA SECTION OF THE CENTRAL OREGON HIGHWAY IN MALHEUR COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, November 27, 1933

Roadwork (Sta. 205+00 to 207+95) (Sta. 221+00 to 226+65) (Sta. 244+26 to 258+43.1) (Sta. 273+00 to 281+21.8) (Sta. 302+20 to 306+10)

All Required		Clearing and Grubbing		$ 45.36
150	cu. yds.	Trench Excavation	$0.80	120.00
6,500	" "	Common Excavation	0.22	1,430.00
11,500	" "	Solid Rock Excavation	0.70	8,050.00
4,200	yd. stas.	Overhaul	0.02	84.00
1,900	yd. mi.	Truck Haul	0.15	285.00
.65	mile	Finishing Roadbed and Slopes	200.00	130.00
1,500	lin. ft.	Rounding Cutbanks	0.08	120.00
1,300	cu. yds.	Selected Roadbed Topping	0.35	455.00
4,000	yd. mi.	Hauling Roadbed Topping	0.15	600.00
90	lin. ft.	18" Corrugated Iron Pipe	2.00	180.00
50	" "	36" Corrugated Iron Pipe	5.95	297.50
130	" "	48" Corrugated Iron Pipe	7.70	1,001.00
			Subtotal	$12,797.86
			10% Engr. & Cont.	1,279.78
			Total	$14,077.64

Length	0.661 mile
Cost per mile	$21,297.48

FLH Funds Requested- $14,077.64

State Funds for Constr: Chap. 175, laws 1917; Chap. 31, laws 1920
" " " Maint: Chap. 41, laws 1927

187 D

December 27, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement for the Chimney Creek-Juntura Section, F. A. Project No. 187-D.

We are sending, under separate cover, five blueprint copies of the plan typical cross section sheet which has been revised to indicate the provision to be made for footpath construction adjacent and into the town of Juntura. We are, likewise, sending five blueprint copies of sheet number 13 of the plans, corrected to conform with the easement secured from the Oregon Short Line Railroad to cover the portion of the highway which encroaches on railroad property in the town of Juntura. Three copies of the easement are enclosed herewith.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department

Federal Aid
Project No. 187-D

CHIMNEY CREEK-JUNTURA SECTION OF THE
CENTRAL OREGON HIGHWAY IN MALHEUR COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, November 27, 1935.

Roadwork (Sta. 207+95 to 221+00) (Sta. 226+65 to 244+26)
(Sta. 250+43.1 to 273+00) (Sta. 281+21.8 to 302+20)
(Sta. 306+10 to 513+34.2)

All Required		Clearing and Grubbing		$ 354.64
950	cu. yds.	Trench Excavation	$0.80	760.00
71,500	cu. yds.	Common Excavation	0.22	15,730.00
13,500	cu. yds.	Solid Rock Excavation	0.70	9,450.00
83,800	yd. sta.	Overhaul	0.02	1,676.00
14,100	yd. mi.	Truck Haul	0.15	2,115.00
33,000	cu. yds.	Special Borrow	0.22	7,260.00
17,000	yd. mi.	Hauling Special Borrow	0.15	2,550.00
5.14	miles	Finishing Roadbed and Slopes	200.00	1,028.00
8,500	lin. ft.	Rounding Outbanks	0.08	680.00
7,700	cu. yds.	Selected Roadbed Topping	0.35	2,695.00
13,000	yd. sta.	Hauling Roadbed Topping	0.15	1,950.00
550	cu. yds.	Riprap	2.00	1,100.00
20	cu. yds.	Class "A" Concrete	25.00	500.00
1,050	lin. ft.	18" Concrete Pipe	2.00	2,100.00
310	lin. ft.	18" Corrugated Iron Pipe	2.00	620.00
330	lin. ft.	18" Concrete Siphon Pipe	3.00	990.00
220	lin. ft.	24" Concrete Pipe	3.00	660.00
110	lin. ft.	24" Concrete Siphon Pipe	4.00	440.00
150	lin. ft.	36" Concrete Pipe	5.90	885.00
170	lin. ft.	48" Corrugated Iron Pipe	7.70	1,309.00
45	lin. ft.	72" Corrugated Iron Pipe	15.50	697.50
				$55,550.14

Culvert

20	cu. yds.	Excavation	$3.00	$ 60.00
21	cu. yds.	Class "D" Concrete	26.00	546.00
3,200	lbs.	Metal Reinforcement	0.055	176.00
				$ 782.00

Subtotal	$56,332.14
10% Engr. & Cont.	5,633.21
Total	$61,965.35

Bridge (Sta. 290+30)

110	cu. yds.	Excavation	$3.00	$ 330.00
10	cu. yds.	Excavation, below plans	3.00	30.00
96	cu. yds.	Class "A" Concrete	25.00	2,400.00
16	cu. yds.	Class "D" Concrete	26.00	416.00
13,600	lbs.	Metal Reinforcement	0.055	748.00
56	lin. ft.	Concrete Handrail	4.00	224.00
				$ 4,148.00

Bridge (Sta. 300+60)

45	cu. yds.	Excavation	$3.00	$ 135.00
5	cu. yds.	Excavation below plans	3.00	15.00
86	cu. yds.	Class "A" Concrete	25.00	2,150.00
52	cu. yds.	Class "D" Concrete	26.00	1,352.00
33,600	lbs.	Metal Reinforcement	0.055	1,848.00
162	lin. ft.	Concrete Handrail	4.00	648.00
				$ 6,148.00

Subtotal	$10,296.00
10% Engr. & Cont.	1,029.60
Total	$11,325.60

Length of Roadway	5.168 miles
Length of 2 Bridges	.018 "
Total Length	5.186 "
Cost per mile, roadwork	$11,990.19

SUMMARY OF FUNDS REQUESTED

Item	Total Cost	Federal Aid Funds Requested	State Funds
Roadwork	$61,965.35	$37,798.86 (61%)	$24,166.49
Bridges	11,325.60	6,908.61 (61%)	4,416.99
	$73,290.95	$44,707.47	$28,583.48

State Funds for Constr: Chap. 175, laws 1917; Chap. 31, laws 1920
State Funds for Maint: Chap. 41, laws 1927

FORM 5-A-1 5M
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

47
187-D

December 28th, 1935

IN REPLY PLEASE
REFER TO FILE NO.

Mr. W. C. Williams
Division Engineer
La Grande, Oregon

Dear Sir:

It has been found necessary to change the plans of the Owyhee Bridge on the I.O.N. Highway by raising the grade. This will affect the grades of the approaches and will increase the amount of material in the approach embankments. Two prints of Sheet 3 of the West Unit of the Jordan Creek Section of the I.O.N. Highway, showing the revised grades, are being forwarded herewith. Please inform the Resident Engineer and contractor accordingly.

Very truly yours,

R. H. BALDOCK
STATE HIGHWAY ENGINEER

By

H. G. Smith
Construction Engineer

Dictated by
H. W. Libby
R

cc to: R. H. Baldock ✓

November 21, 1935

47
1872

COST ANALYSIS TO NOVEMBER 10, 1935

Central Oregon Highway, Chimney Creek-Juntura Section,
Grading, Contract 1752, Prefix 23-1008

McNutt Bros., Contractors
N. A. Toole, Resident Engineer

	Cost	Quantity	Unit Cost	Unit Bid	Gross Revenue
Clearing & Grubbing	$782.35	100 %			$400.00
Trench Excavation	790.20	1,097 C.Y.	0.72	0.80	877.60
Common Excavation	17,540.03	90,881 " "	0.193	0.22	19,993.82
Solid Rock Excavation	5,588.90	9,805 " "	0.57	0.70	6,863.50
Over Haul	2,678.25	80,132 " "	0.03	0.02	1,602.64
Truck Haul	3,806.85	13,596 " "	0.28	0.15	2,039.40
Special Borrow	2,663.40	13,800 " "	0.193	0.22	3,036.00
Hauling Special Borrow	1,932.00	6,900 " "	0.28	0.15	1,035.00
Rounding Cut Banks	32.50	650 " "	0.05	0.08	52.00
18" Concrete Pipe	936.55	567 L. F.	1.66	2.00	1,134.00
18" Corr. Iron Pipe	621.65	352 " "	1.77	2.00	704.00
18" Concrete Siphon Pipe	348.85	204 " "	1.71	3.00	612.00
24" Concrete Pipe	461.80	192 " "	2.41	3.00	576.00
24" Concrete Siphon Pipe	203.40	81 " "	2.51	4.00	324.00
36" Concrete Pipe	713.50	150" "	4.75	5.90	885.00
36" Corr. Iron Pipe	238.52	46 " "	5.19	5.95	273.70
48" Corr. Iron Pipe	1,599.15	224 " "	7.14	7.70	1,724.80
72" Corr. Iron Pipe	617.00	48 " "	12.85	15.50	744.00
Total	$41,554.90				$42,877.46

Gross Revenue	$42,877.46
Total Cost	41,554.90
Net Profit	$1,322.56

Net Profit equals 3.1% of Gross Revenue

NOTED
State Highway Engineer

November 21, 1935

COST ANALYSIS TO NOVEMBER 10, 1935

Central Oregon Highway, Chimney Creek-Juntura Section, Grading,
Contract 1752, Prefix 23-1008

Details of Cost

Labor:

Labor	$13,360.69	
Supervision (Supt. & Timekeeper)	640.00	
State Industrial Accident Insurance	700.03	
		$14,700.72

Material:

18" Concrete Pipe	567	L.F.	1.35	$765.45	
18" Corr. Iron Pipe	352	" "	1.45	510.40	
18" " " " Bands	11		2.15	23.65	
18" Concrete Siphon Pipe	204	L.F.	1.35	275.40	
24" " Pipe	192	" "	2.00	384.00	
24" " Siphon Pipe	81	" "	2.00	162.00	
36" " Pipe	150	" "	4.00	600.00	
36" Corr. Iron Pipe	46	" "	4.50	207.00	
36" " " " Bands	2		4.26	8.52	
48" " " "	224	" "	6.21	1,391.04	
72" " " "	48	" "	10.50	504.00	
72" " " " "	2		10.50	21.00	
48" " " " "	7		5.73	40.11	
5 Sacks Cement -			1.00	5.00	
					$4,897.57

Equipment Rental, Supplies and Miscellaneous:

Equipment Rental	$11,670.50	
Gas, Oil & Grease	4,854.50	
Explosives	780.00	
Small Tools, Supplies & Misc.	530.35	
Drill Steel & Supplies	285.50	
Freight & Cartage, Move Equipment In (Moving out will be charged to Gale Tunnel Job)	1,081.80	
General Overhead Expense	1,332.65	
Liability Insurance	135.00	
Bond 1% of Gross Revenue	428.77	
Home Office Expense 2% of Revenue	857.54	
		$21,956.61

Cost Grand Total $41,554.90

November 21, 1935

COST ANALYSIS TO NOVEMBER 10, 1935

Central Oregon Highway, Chimney Creek-Juntura Section,
Grading, Contract 1752, Prefix 23-1008

Remarks:

This job was bid September 5th; work was started September 16th, and to November 10th, about 63% of the work was completed. With the exception of filling in at the two bridges now under construction on separate contracts, the job will be completed about December 20th, if good weather continues.

The work has been rushed, and three six-hour shifts have made good progress. The weather has been good for fall work. The short days made it necessary for two shifts to work mostly after dark which increased the cost.

A 1¼ Cu. Yd. shovel and seven six-yard trucks moved the larger part of material excavated and borrowed. A 75 h.p. diesel cat equipped with a bulldoser or a 7 Cu. Yd. hoister scraper was used to open cuts and for common and borrow excavation where haul was small.

The solid rock, consisting of hard basalt and decomposed lava, was drilled and blasted with exception of one cut which was dug with the shovel without shooting.

The channel changes and irrigation ditch excavation was done mostly by hand labor in order to use up the relief labor required on this job. One man hour of relief labor was required for each $7.00 expended.

The employment bureau was unable to supply suitable labor from relief rolls, but the contractor has worried along with the relief labor provided and will be able to meet the relief labor requirement. However, the inefficiency of the relief labor will increase the cost of this job about $3,000.

The laying of the culvert pipe and the concrete work was subbed to A. G. Plant & Co.

The profit on this job will be small as job was bid low. The work of changing irrigation and drainage ditches and the excavation work in marsh land was expensive.

E. H. Clymer
Cost Analyst

FORM 9-M-1 23303 500 7-33
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

1818

November 20, 1935

IN REPLY PLEASE
REFER TO FILE NO.

NOTED
State Highway Engineer

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Attention Mr. H. G. Smith, Construction Engineer

Dear Sir:

As requested in your letter of November 16, I am enclosing herewith sketch map showing position of footpaths through the town of Juntura, as well as the street section which will be constructed. You will note that we are building a 40 foot roadway through the town of Juntura with the footpaths immediately adjacent on either side.

There is no need of revising the estimate as the cost of this work will not exceed the former estimate, nor will the addition of the 24 inch culvert pipes which were installed as additions to the 56 inch pipe in the Jones irrigation ditch.

It is possible, however, that an additional authorization of $750 will be required for the construction of a corrugated iron stock pass to serve the Dean Goodman property. You may, therefore, consider this letter as a request for an additional authorization of $750 on the Chimney Creek-Juntura Section.

Very truly yours,

W. C. WILLIAMS
Division Engineer

WCW:MA
enc.

cc R. H. Baldock

FORM S-A-1 8M 8-35
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE
H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

1878

November 16, 1935

IN REPLY PLEASE
REFER TO FILE NO.

Mr. W. C. Williams
Division Engineer
LaGrande, Oregon

Dear Sir:

You will recall that the Bureau asked us to construct a foot path in the town of Juntura, and it is presumed that you have revised your plans to fit in with their request. Since this matter was requested by the Bureau we are at liberty to revise our estimate of cost for the project which was submitted to them, and we wish to do so immediately.

Will you, therefore, send a sketch showing a typical section of the street of Juntura, showing the treatment adopted as well as the estimate of the same covering the additional quantities.

It may be possible to take this opportunity to correct the estimate concerning the Jones irrigation ditch and the cattle pass on the Goodman property. Therefore, it is requested that you furnish revised estimates for these and any other incidentals which may have come up.

Very truly yours,

R. H. BALDOCK
STATE HIGHWAY ENGINEER

By

H. G. Smith
Construction Engineer

HGS:AR

cc to: R. H. Baldock

FORM 8-H-1 89388 900 7-33

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

1478

November 9, 1935

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Attention Mr. H. G. Smith, Construction Engineer

Dear Sir:

I have made an investigation of the possibility of constructing stock pass and what the need of one would be on the Dean Goodman property on the Chimney Creek-Juntura Section, Central Oregon Highway in Malheur County.

A stock pass can be installed at station 350+25 and if such a pass were installed, it is very probable that the same would be used to quite an extent by Mr. Goodman. This matter had our attention several months ago and at that time Mr. Goodman was not interested in the construction of an ordinary stock pass and stated that he wished a structure through which he could drive a load of hay. It was utterly out of the question to construct such a structure, as he requested, and as he did not appear greatly interested in an ordinary stock pass, no further consideration was given to such installation.

It is my belief that we would be materially benefitted in prosecuting the condemnation proceedings if the stock pass were installed and I wish to recommend installation of a 72 inch corrugated iron culvert pipe for stock pass usage at station 350+25.

However, I think the Right of Way Department should take the matter up further with Mr. Goodman and perhaps, if they inform him that we are constructing such a cattle pass, they may be able to effect a settlement. If it is desired to construct a stock pass, I am certain that McNutt Brothers will install the same as a part of their contract, they

FORM 2-H-1 28906 200 7-35
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

IN REPLY PLEASE
REFER TO FILE NO.

NOTED
State Highway Engineer

Mr. H. G. Smith,
Subject: Stock Pass, Goodman Property
Chimney Creek-Juntura Sec.
Central Ore. Hwy., Malheur Co.

Page 2
11-9-35

having a bid item on this size of culvert pipe. We should arrive at a decision in the very near future, as the contractor will be able to complete all work before Christmas unless too severe weather is encountered.

Very truly yours,

W. C. Williams

W. C. WILLIAMS
Division Engineer

WCW:MA

cc R. H. Baldock
~~J. M. Devers~~

FORM S-A-1 6M 9-35
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

IN REPLY PLEASE
REFER TO FILE NO.

1878

November 7, 1935

Mr. W. C. Williams
Division Engineer
LaGrande, Oregon

Attention: E. G. Bickmore, Office Engr.

Dear Sir:

In response to your letter of Nov. 6th, requesting that the 100 ft. ~~B~~ scale maps of the Nigger Flat and Chimney Creek-Juntura Sections be sent to Mr. Toole at Juntura, we are sending only the 100' scale map of the Chimney Creek-Juntura Section. We are unable to locate the map of the Nigger Flat Section. Our records indicate that the map, Sta. 60 to 420, was sent to Bickmore on April 2, 1934. We do not find any other reference to it in our files.

We do not find any field notes for these sections.

Very truly yours,

R. H. BOLDOCK
STATE HIGHWAY ENGINEER

By

H. G. Smith
Construction Engineer

Dictated by H. N. Hackett
E

cc to: R. H. Baldock
N. A. Toole

FORM 5-H-1 25000 : 500 7-35

COMMISSIONERS

HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

1870

October 30, 1935

IN REPLY PLEASE REFER TO FILE NO.

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Attention Mr. H. G. Smith, Construction Engineer

Dear Sir:

Relative letter addressed to J. M. Devers by Lytle and Coad, Attorneys, Vale, Oregon, regarding drainage structures placed in the Jones irrigation ditch on the Chimney Creek-Juntura Section:

Please be advised that this matter has been satisfactorily adjusted, Mr. Jones having consented to placing of an additional 24 inch culvert pipe along the 36 inch pipe, which has already been installed.

I have personally been to Juntura and made a very careful investigation of this situation and all conditions indicated that the 36 inch pipe originally planned was sufficient to carry all irrigation waters under ditch rights of Mr. Jones. There is, however, a possibility of his securing slightly greater flow of water during the Spring freshet and for this reason, I consented to the installation of the additional 24 inch pipe, which meets with Mr. Jones' approval.

We are proceeding with installation of this additional pipe and you may consider the matter satisfactorily disposed of.

Very truly yours,

W. C. WILLIAMS
Division Engineer

WCW:MA
cc R. H. Baldock
J. M. Devers

FORM [illegible] 7-33
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

1879

October 29, 1935

IN REPLY PLEASE REFER TO FILE NO.

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Attention Mr. H. G. Smith

NOTED

Dear Sir:

Enclosed herewith is copy of request of McNutt Brothers to sublet culvert and siphon work on the Chimney Creek-Juntura Section to the A. G. Plant Company.

Copies of subcontract were previously submitted and I am advising McNutt Brothers that the subcontract is approved.

Very truly yours,

W. C. WILLIAMS
Division Engineer

WCW:MA
cc R. H. Baldock

enc.

FORM 5-A-1 5M 9-33
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE
H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

1878

October 25, 1935

IN REPLY PLEASE
REFER TO FILE NO.

Mr. Robt. D. Lytle,
Attorney-at-Law,
Vale, Ore.

NOTED
State Highway Engineer

Re: Irrigation Ditch - J.N.Jones

Dear Sir:

Your letter addressed to Mr. J. M. Devers, attorney for the State Highway Commission, concerning the J. N. Jones Irrigation Ditch, has been noted.

This matter has been referred to Mr. W. C. Williams, Division Engineer at La Grande, who will check the computations concerning the capacity of the ditch and area of the culvert which we install.

We expect of course to install a culvert to carry the capacity of the ditch as we do not wish the bother of replacement after the contract has been completed and I wish to thank you for your consideration in calling it to our attention before the installation was completed.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

HGS/H

CC to
R.H. Baldock

FORM 5-A-1 5M 8-35

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

1879

October 25, 1935.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. W. C. Williams,
Division Engineer,
La Grande, Ore.

NOTED
State Highway Engineer

RE:- Irrigation Ditch - J. M. Jones

Dear Sir:

Herewith please find copy of letter from Robert D. Lytle, concerning the culvert in the Jones Irrigation Ditch, Juntura West Section, Central Oregon Highway.

This letter sets forth in more detail Mr. Jones' reasons for requiring a larger culvert and may be of some value to you in weighing the necessities for such an increase in size.

Please give this merited consideration and be sure that the design eventually installed is ample for all purposes and will not get us into future trouble with these people.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

P. S.

It is quite apparent that these people will not be satisfied with a series of pipes, but will demand a box culvert, therefore if the size demands more than a 36" pipe you had better make the necessary arrangements to install a box culvert.

HGS/H

CC to
R.H. Baldock

COPY

LYTLE AND COAD
Attorneys - at - Law

VALE, OREGON.

Mr. J. M. Devers, Attorney,
Oregon State Highway Commission,
Salem, Ore.

October 23, 1935.

RE:- Irrigation Ditch - J. N. Jones

Dear Sir:

We desire to call your attention to a development in connection with the section of the Central Oregon Highway now being constructed from Juntura west.

Some time ago you instituted condemnation proceedings against Mr. L.P. Delsole for right of way across his property in Sections 17 and 18, Township 21 South of Range 38, and regarding which we have heretofore had some correspondence.

Your highway right of way across the Delsole property crosses an irrigation ditch, I think in the NE of the NE of Sec. 18 and crosses it again in Section 17. These designated points of crossing may not be entirely accurate but at least there are two crosses of this ditch by your right of way, as will be shown on your blue prints. Your department seems to think that by reason of the proceedings against Delsole for right of way you have acquired a right to interfere with this irrigation ditch. As you well know, water rights and irrigation ditch rights of way are real property under the Oregon system. Our client, J. N. Jones, has a real property right in this ditch for the reason that it is the irrigation ditch that has served his land in Section 16 with irrigation water for 50 years, and before anything is done by your department or contractors under you there must be some satisfactory arrangement made with Mr. Jones relative to this ditch.

He has not nor have we, as his attorneys, a disposition to cause any trouble over this, provided means are taken to give, in his and our opinion, a water carrying medium as efficient and as inexpensive to operate and maintain as is the present ditch.

The ditch, as it now exists, is 7 ft. at the bottom and in the spring of the year carries water to a depth of 2 ft. and throughout its course in the particular section involved has a very good fall. It apparently is the purpose of your engineers, or at least they have so stated and threatened, to install a 3 ft. culvert across your right of way to carry the water this ditch has carried in the past. During the heavy flow in the spring a very large head of water is carried, practically capacity, and the capacity can be axcertained through computations by your engineers. In any event, it is apparent that your engineers are going to endeavor to attempt to force this ditch capacity through a 3 ft. culvert by giving a 2 inch fall the length of the culvert. It should become at once apparent that the result of this will be to raise the level of the water in the ditch at the head of the culvert to a maximum of 12 inches, thus backing the water up the ditch until increased altitude has reached the neutral point. This will entail an additional burden upon the ditch banks thereby increasing cost of maintenance and as the result of the quiet pool the growth of moss and the accumulation of sedimentary deposit will be greatly increased.

When the section of the Highway to Juntura from the east was constructed you provided for an irrigation ditch of Mr. Jones', also serving his lands in Section 16 and which crossed your right of way, very satisfactorily. In that instance in the place of a round culvert you put in a box culvert, 3 ft. by 6 ft, to serve a ditch that carries less water than the ditch now in question. Mr. Jones is now using water through that ditch with the box culvert carrying less considerably than the spring head and that box is now carrying at least 2/3rds of its capacity.

Mr. Jones has talked with your Mr. Bickmore and has been unable to get any satisfaction or assurance from him. On the other hand, Mr. Bickmore has stated emphatically that they intend to put in this 3 ft. culvert. Under the circumstances it is only fair that we warn you not to in any manner trespass upon or molest his present ditch until we can reach some conclusion in this matter or until you have instituted condemnation proceedings.

We have written you at length on this subject because it is an important one, as the proper handling of the irrigation water is the lifeblood of agriculture in this section.

Very truly yours,

LYTLE and COAD

By(Signed) Robert D. Lytle

RDL:AH

CC Mr. R. H. Baldock
McNutt Brothers
Mr. E. G. Bickmore
State Highway Commission. Division Engineer, La Grande.

FORM 2-A-1 5M 9-35
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

IN REPLY PLEASE REFER TO FILE NO.

1878

October 24, 1935.

Mr. E. G. Bickmore,
Resident Engineer,
Juntura, Ore.

NOTED
State Highway Engineer

Dear Sir:

Attached is a copy of a letter from Albert G. Johnson, District Manager of the Oregon State Employment Service relative to the employment of jack hammer operators on the Chimney Creek-Juntura Section which is self explanatory.

Please make a thorough investigation and report your findings to this office at your earliest convenience in order that we may reply to Mr. Johnson's letter.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

Dictated by
Chas. E. Low
H.

CC to
R. H. Baldock ✓
W. C. Williams

1878

LYTLE AND COAD
ATTORNEYS AND COUNSELORS AT LAW
VALE, OREGON

ROBT. D. LYTLE
F. E. COAD

October 23, 1935

SUBJECT: Irrigation Ditch - J. N. Jones.

Mr. J. M. Devers, Attorney,
Oregon State Highway Commission,
Salem, Oregon.

NOTED
State Highway Engineer

Dear Sir:

We desire to call your attention to a development in connection with the section of the Central Oregon Highway now being constructed from Juntura west.

Some time ago you instituted condemnation proceedings against Mr. L. P. Delsole for right of way across his property in Sections 17 and 18, Township 21 South of Range 38, and regarding which we have heretofore had some correspondence.

Your highway right of way across the Delsole property crosses an irrigation ditch, I think in the NE of the NE of Sec. 18 and crosses it again in Section 17. These designated points of crossing may not be entirely accurate but at least there are two crosses of this ditch by your right of way, as will be shown on your blue prints. Your department seems to think that by reason of the proceedings against Delsole for right of way you have acquired a right to interfere with this irrigation ditch. As you well know, water rights and irrigation ditch rights of way are real property under the Oregon system. Our client, J. N. Jones, has a real property right in this ditch for the reason that it is the irrigation ditch that has served his land in Section 16 with irrigation water for 50 years, and before anything is done by your department or contractors under you there must be some satisfactory arrangement made with Mr. Jones relative to this ditch.

He has not nor have we, as his attorneys, a disposition to cause any trouble over this, provided means are taken to give, in his and our opinion, a water carrying medium as efficient and as inexpensive to operate and maintain as is the present ditch.

The ditch, as it now exists, is 7 ft. at the bottom and in the spring of the year carries water to a depth of 2 ft. and throughout it's course in the particular section involved has a very good fall. It apparently is the purpose of your engineers, or at least they have so stated and threatened, to install a 3 ft. culvert across your right of way to carry the water this ditch has carried in the past. During the heavy flow in the spring a very large head of water is carried, practically capacity, and the capacity can be ascertained through computations by your engineers. In any event, it is apparent that your engineers aregoing to endeavor to attempt to force this ditch capacity through a 3 ft. culvert by giving a 2 inch fall the length of the culvert. It should become at once apparent that the result of this will be to raise the level of the water in the ditch at the head of the culvert to a maximum of 12 inches, thus backingthe water up the ditch until increased altitude has reach the neutral point. This will entail an additional burden upon the ditch banks thereby increasing cost of maintenance and as the result of the quiet pool the growth of moss and the accumulation of sedimentary deposit will be greatly increased.

When the section of the Highway to Juntura from the east was constructed you provided for an irrigation ditch of Mr. Jones', also serving his lands in Section 16 and which crossed your right of way, very satisfactorily. In that instance in the place of a round culvert you put in a box culvert, 3 ft. by 6 ft, to serve a ditch that carries less water than the ditch now in question. Mr. Jones is now using water through that ditch with the box culvert carrying less considerably than the spring head and that box is now carrying at least 2/3rds of its capacity.

Mr. Jones has talked with your Mr. Bickmore and has been unable to get any satisfaction or assurance from him. On the other hand, Mr. Bickmore has stated emphatically that they intend to put in this 3 ft. culvert. Under the circumstances it is only fair that we warn you not to in any manner trespass upon or molest his present ditch until we can reach some conclusion in this matter or until you have instituted condemnation proceedings.

We have written you at length on this subject because it is an important one, as the proper handling of the irrigation water is the life-blood of agriculture in this section.

Very truly yours,

LYTLE and COAD

By ROBT. D. LYTLE

RDL:AH

CC. Mr. R. H. Baldock.
McNutt Brothers
Mr. E. G. Bickmore.
State Highway Commission Division Engineer, La Grande.

FORM S-A-1 6M 9-33
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

17 E 18 9

October 21, 1935.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. W. C. Williams,
Division Engineer,
La Grande, Ore.

Dear Sir:

The sub-contract entered into between E. A. McNutt and A. G. Plant, covering installation of culvert and siphon pipe on the Chimney Creek-Juntura Section of the Central Oregon Highway in Malheur County, has been received. This sub-contract meets the approval of this office and you may so advise the interested parties.

It is stipulated in our contracts that the contractor must request, in writing, permission to sub-contract any part of the work. If you do not have such a request, it is suggested that the same be received before the sub-contract is approved.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

Dictated by
Chas. E. Low
H.

CC to
R.H. Baldock

1878

October 17, 1935

Mr. E. G. Bickmore
Resident Highway Engineer
Juntura, Oregon

Dear Sir:

Information has reached us through the U. S. Bureau of Public Roads to the effect that the contractor on the Chimney-Creek-Juntura Project is requiring his employees to walk to work as far as four miles.

The Bureau objects to this requirement, and we are, ourselves, inclined to think that the men should be provided with some satisfactory form of transportation when the place of their employment is more than a mile or two from the place at which they must obtain board.

Please see what can be done in the way of making arrangements with the contractor in regard to this matter.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:ER

cc R. G. Smith
W. C. Williams

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO.________

POST OFFICE BUILDING
PORTLAND, OREGON

October 9, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence in award of contract, as of this date, for Oregon Federal Aid Project No. 187-D, bridges and culverts on the Juntura-Chimney Creek section of the Central Oregon Highway, to R. F. Nichol, Vale, Oregon, who submitted the low bid.

Very truly yours,

W. H. LYNCH
District Engineer

By

F. E. Andrews
Sr. Highway Engineer

Jon

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREGON

October 8, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to our letter of August 31st concerning P.S.& E. for Oregon F.A.P. 187-D, Chimney Creek-Juntura section, and in which we requested new plan sheets Nos. 12 and 13 and information relative to railroad encroachment and provision for pedestrian traffic in the town of Juntura.

We would appreciate an answer at your early convenience.

Very truly yours,

W. H. LYNCH
District Engineer

By F. E. Andrews
F. E. Andrews
Sr. Highway Engineer

Jon

FORM 5-M-1 22544 500 6-35

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

IN REPLY PLEASE REFER TO FILE NO.

1878

October 2, 1935

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Attention Mr. H. G. Smith

Dear Sir:

Confirming my telephone conversation with you of this date, wish to advise that owing to changes being made in the main canal of the Juntura Investment Company ditch at Juntura, the 6x6 box culvert at station 497+40 will not be required. A 24" pipe will be installed at this point by the grading contractor and bidders on the bridge and culvert project should be notified that this culvert is not to be constructed.

Very truly yours,

W. C. WILLIAMS
Division Engineer

WCW:ma

cc R. H. Baldock
C. B. McCullough

NOTED

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO. 187-D

POST OFFICE BUILDING
PORTLAND, OREGON

September 23, 1935

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

P.S.& E. documents for Oregon Federal Aid Project 187-D, the Chimney Creek bridges of the Chimney Creek-Juntura Section of the Central Oregon Highway, have today been recommended for approval, subject to final review and approval by the Chief Engineer. This is your authority for advertising.

The bridge plans and proposal are for "China Creek", but as it is denoted as Chimney Creek on previously submitted documents, we suggest that it be continued to be so called.

The project length has been corrected by reducing the length of the bridges .001 mile and increasing the roadway length .001 mi., the total remaining the same.

Prompt submission of the bid tabulation and agreement estimate will be appreciated.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

Jra.

47
147D

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO.

POST OFFICE BUILDING
PORTLAND, OREGON

September 20, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Receipt is acknowledged of your letters of September 16 and 18, together with plans for two bridges on the Chimney Creek-Juntura section of the Old Oregon Trail, Oregon F.A.P. 187-D and FLH 4-F.

The grading plans refer to the Creek as Chimney Creek, whereas the bridge plans are labelled China Creek. Which is the correct name?

The structural details of these plans have been reviewed and found to be satisfactory. The following information should be furnished to complete the details:

Drainage should be provided for the bridge at Station 290+22, Drawing 5659, and the water level shown. The stationing should be shown for the other bridge on Drawing 5662. The ground line, water level and foundation material should also be noted for this bridge.

There are two 3x6 culverts noted on the grading plans at Stations 336+15 and 497+40, marked "under separate contract." We assume that these two culverts will be included in the contract for the bridges in order that the structures for this section may be complete.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

1879

September 19, 1935.

McNutt Brothers
351½ E. Broadway
Eugene, Oregon

Gentlemen:

By express we are forwarding to you a fully executed copy of contract No. 1752 awarded to you on September 5, 1935, for the grading of the Chimney Creek-Juntura Section of the Central Oregon Highway in Malheur County.

This copy is for your records and files.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

JM:CE

#1742

187D

September 19, 1956

Maryland Casualty Company
HANSEN & ROWLAND, Agents
Washington Building
Tacoma, Washington

Gentlemen:

On the 17th inst. I wrote you advising you that the Bureau of Water Works, City of Portland, had a claim against Kern & Kibbe in connection with their contract with the Oregon State Highway Commission for the construction of the Clinton Street-Foster Road Section of S. E. 82d Avenue, Portland.

I now find that this claim was against Contract No. 1742 for the construction of the Foster Road-Flavell Street Section of 82d Avenue.

I am writing you to make this correction.

Very truly yours,

Secretary

HBG:MBL

September 19, 1935

Kern & Kibbe
42 S. E. Salmon Street
Portland, Oregon

Attention E. McCall

Gentlemen:

Reference is made to your letter of the 18th inst. regarding the claim of the City of Portland against you for water furnished in connection with your Foster Road-Flavell Section 82d Avenue contract.

I note that the claim is against the Foster Road-Flavell Section contract rather than the Clinton Street - Foster Road project, as mentioned in my previous letter. In checking over the claim of the City of Portland I find that they have charged this bill against the Foster Road-Flavell contract and it was my mistake in mentioning the other one. Please pardon my error.

Very truly yours,

Secretary

HBG:MBL

KERN & KIBBE
42 S. E. SALMON STREET
PORTLAND, OREGON

September 18, 1935

Oregon State Highway Commission,
Salem,
Oregon.

Gentlemen:-

We are in receipt of a copy of a letter addressed to the Maryland Casualty Co., in regard to a bill for water on the Clinton Street-Foster Road Section of S. E. 82nd Ave., Portland.

We are not indebted to the City of Portland for the use of water on the above mentioned contract, all bills having been paid.

On Sept. 4th, 1935 they rendered a bill for water on the Foster Road-Flavel Section of S. E. 82nd Ave., for $183.85 for which check was issued on Sept., 11th but not delivered as we wished to take up with their collector a small adjustment due us.

This bill will be taken care of as soon as we can get in touch with their collector.

Yours truly,

KERN & KIBBE

R. McCall

R. McCall

R
M
:
M

#1686

September 17, 1935

Maryland Casualty Company
Hansen & Rowland, Agents
Tacoma, Washington

Gentlemen:

This letter is to inform you that we have today received from the Bureau of Water Works of the City of Portland, notice of their claim in the sum of $185.85 against Kern & Kibbe, representing water furnished Kern & Kibbe in connection with their contract with the State Highway Commission for the construction of the Clinton Street-Foster Road Section of S. E. 82 Avenue, Portland.

This information is given you since our records disclose that you wrote the bond which was furnished by Kern & Kibbe in connection with this project.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

HBG:MBL
cc Kern & Kibbe
42 S E Salmon St., Portland

September 17, 1935

BUREAU OF WATER WORKS
City Hall, Portland

Attention L. S. Kaiser, Superintendent

Gentlemen:

This acknowledges your letter of the 16th inst., advising that Kern & Kibbe, highway contractors for the construction of the Clinton Street-Foster Road Section of S. E. 82 Avenue, Portland, owe the City of Portland the sum of $135.85 for water used in connection with this project.

The contract to which you refer is State Highway Contract No 1686, in connection with which Kern & Kibbe were required to furnish the State with a surety bond for the protection of claims incurred against the project. We offer this bond to you for the protection of your claim. It was written by the Maryland Casualty Company, for whom Hansen & Rowland, Inc., of Oregon are local agents, with offices in Room 1312, Public Service Building, Portland. The main office of this company is in the Washington Building, Tacoma, Washington. In the event you do not secure satisfaction from Kern & Kibbe, I would suggest that you file notice of your claim with the agents of the bonding company and also with the Secretary of State, in accordance with the provisions of Chapter 280, Laws of Oregon, 1931.

The State Highway Commission has no regular printed form for filing claims. However, the above mentioned statute contains a form which it is suggested be followed in filing your claim with the Secretary of State.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HBG:MBL

CITY OF PORTLAND, OREGON

DEPARTMENT OF PUBLIC UTILITIES
RALPH C. CLYDE, COMMISSIONER

BUREAU OF WATER WORKS

L. S. KAISER
SUPERINTENDENT

[illegible] 1935

September 16, 1935.

State Highway Commissione
Salem,
Oregon.

Gentlemen:

The firm of Kern & Kibbe, Portland, Ore., who is finishing the portion of highway on S E 82d Ave between Foster Road and Flavel St., owe us the sum of $183.85 for water used on this section of the highway.

We wish, at this time, to file a claim for this amount, $183.85, against any money due Kern & Kibbe from your department.

If you have a regular printed form for such claims, or need any additional information, please communicate with us at once.

Thanking you for your cooperation in this matter, we remain,

Yours very truly,

BUREAU OF WATER WORKS,

L. S. Kaiser, Superintendent.

By E H McPherson
E. H. McPherson,
Chief Inspector.

EHMc.m

#1686
[illegible] Co.
[illegible]
[illegible]

1312 Pub Serv Bldg
Portland

[illegible] 82 - Foster Rd [illegible]
[illegible]

FORM 9-A-1 [illegible] [illegible] 9-30
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

1878

September 16, 1935.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. E. C. Bickmore,
Resident Engineer,
Juntura, Ore.

Dear Sir:

There is some confusion in the drafting office over the names of certain creeks on the Chimney Creek-Juntura Section of the Central Oregon Highway. Please show the names of all creeks or streams on the print being sent with this letter and return to this office. In particular the junction of China and Chimney Creeks should be shown and which is the correct name for the portion below the junction.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

Dictated by
H. W. Libby
Hc

CC to
R. H. Baldock ✓
W. C. Williams

FORM [illegible] 21645 [illegible]
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

187 B

September 16, 1935

IN REPLY PLEASE
REFER TO FILE NO.

Mr. W. C. Williams,
Division Engineer,
La Grande, Ore.

Dear Sir:

The Regional office of the Bureau of Public Roads has the following comment to make on Oregon Federal Aid Project No. 187-B Chimney Creek-Juntura Section.

"We believe some provision should be made for pedestrian traffic in the town of Juntura and suggest that the side slope be flattened and roadway widened by the addition of a 10 ft. shoulder on each side and provision made for footpaths."

It would seem to me to be more practical to make a standard street section with footpaths along the property line. If this seems advisable please arrange with the contractor for the construction of a footpath.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

Dictated by
H. G. Smith
H

CC to
R. H. Baldock

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

September 10, 1935

IN REPLY PLEASE
REFER TO FILE NO.

Mr. W. R. Lynch,
District Engineer,
Bureau of Public Roads,
Portland, Ore.

Dear Sir:

In answer to your letter concerning the apparent encroachment on the Oregon Short Line R. R. at Juntura on the Chimney Creek-Juntura Section, I beg to advise that this encroachment was requested from the railroad company prior to the construction of the Juntura-Peach Section, but in some manner the formal papers were never issued.

We will again take this matter up with the railroad company and endeavor to push it to a speedy conclusion.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

HGS/H

CC to
R.H. Baldock

Form [illegible]

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

September 10, 1935.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. B. H. Prater,
Chief Engineer,
Union Pacific Company,
Salt Lake City, Utah.

Dear Sir:

Reference is made to your letter of September 20th, 1932, and my reply of September 29th, 1932, concerning a small encroachment on the railroad property near Juntura , Ore.

In accordance with your letter of September 20th, it was my understanding that this encroachment had been agreed upon, in accordance with our previous practice for encroachments along the Central Oregon Highway between Bohna and Juntura, but I am unable to find final encroachment contracts have ever been submitted.

This has been called to our attention by the Bureau of Public Roads who are very anxious that this right of way matter be completed. Since submitting the first encroachment we have made a revision in our line which slightly shortens the encroachment, therefore I am submitting new maps and profiles for your use in preparing the necessary documents.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

HGS/H

CC to
R.H. Baldock

478-1478

September 7, 1935

McNutt Bros.
351½ E. Broadway
Eugene, Oregon

Gentlemen:

This letter is to inform you that the State Highway Commission has approved and accepted your proposal submitted on September 5 for grading the Chimney Creek-Juntura Section of the Central Oregon Highway in Malheur County, your bid of $68,348.00 being the low bid submitted for this work.

This letter is your authority and our request to commence construction operations immediately. Contract forms will be sent to you shortly for execution.

You are also requested to immediately notify the U. S. Reemployment Service of the approximate time work will begin and the number and classification of laborers needed for such work.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HPG:MBL

cc W C Williams
S H Probert

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.________

POST OFFICE BUILDING
PORTLAND, OREGON

September 5, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence in award of contract, as of this date, for Oregon Federal Aid Project No. 187-D and Federal Lands Highway Project No. FLH 4-F, the Chimney Creek-Juntura section of the Central Oregon Highway, to McNutt Bros., Eugene, Oregon, who submitted the low bid.

Very truly yours,

W. H. LYNCH
District Engineer

By F. E. Andrews
F. E. Andrews
Sr. Highway Engineer

Fon

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.________

POST OFFICE BUILDING
PORTLAND, OREGON

August 21, 1935

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Plans, specifications and estimate for Oregon Federal Lands Highway Project No. 4-F, the Chimney Creek-Juntura Section of the Central Oregon Highway, have today been recommended for approval. This is your authority for advertising.

The stationing on the estimate for Federal Aid Project 187-D applied to Federal Lands Highway Project No. 4-F and vice versa. We have made the changes in this office and suggest you make them on your file copies.

Please submit the ownership maps as soon as they are returned from the U. S. Land Office.

Prompt submission of the agreement estimate and bid tabulation will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By LJCaufield
L. J. Caufield
Highway Engineer

Tron

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREGON

August 21, 1935

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Plans, specifications and estimate for Oregon Federal Aid Project No. 187-D, the Chimney Creek-Juntura Section of the Central Oregon Highway, have today been recommended for approval. This is your authority for advertising.

The stationing on the estimate for Federal Lands Highway Project No. 4-F applied to Federal Aid Project No. 187-D. We have made the changes in this office and suggest you make them on your file copies.

Prompt submission of the agreement estimate and bid tabulation will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L Caufield
L. J. Caufield
Highway Engineer

4-7

August 19, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate to accompany plans and specifications for the Chimney Creek-Juntura Section, Federal Lands Highway Project No. FLH 4-F.

Five blueprint plans and one advance copy of the bid proposal are being sent under separate cover.

We have sent maps, showing the ownerships of the lands traversed by this project, to the Register of the U. S. Land Office for certification of the government-owner lands. It is expected these maps will be returned to this office in the next day or two, at which time they will be forwarded to you.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/MZ

Encl.

Oregon State Highway Department   Federal Lands Project No. FLH 4-7

[illegible] CREEK-JUNTURA SECTION OF THE CENTRAL OREGON HIGHWAY IN MALHEUR COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, August 19, 1935

Roadwork (Sta. 207+95 to 223+00)(Sta. 226+65 to 244+26)
FA 187-D → (Sta. 258+43.5 to 273+00)(Sta. 281+21.8 to 392+20)
(Sta. 305+10 to 513+34.2)

All Required		Clearing and Grubbing		$ 150.00
150	cu. yds.	Trench Excavation	$ 1.00	150.00
6,500	cu. yds.	Common Excavation	0.25	1,625.00
11,500	cu. yds.	Solid Rock Excavation	0.75	8,625.00
4,200	yd. sta.	Overhaul	0.02	84.00
1,900	yd. mi.	Truck Haul	0.15	285.00
.66	mile	Finishing Roadbed and Slopes	300.00	198.00
1,500	lin. ft.	Rounding Cutbanks	0.10	150.00
1,300	cu. yds.	Selected Roadbed Topping	0.30	390.00
4,000	yd. mi.	Hauling Roadbed Topping	0.15	600.00
90	lin. ft.	18" Corr. Iron Pipe	2.00	180.00
50	lin. ft.	36" Corr. Iron Pipe	5.00	250.00
130	lin. ft.	48" Corr. Iron Pipe	10.00	1,300.00
			Subtotal	$ 13,987.00
			10% Engr. & Cont.	1,398.70
			Total	$ 15,385.70

Length	0.661 mile
Cost per mile	$ 23,276.39

Federal Lands Highway Funds Requested........................... $ 15,385.70

187-D

August 19, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate to accompany plans and specifications for the Chimney Creek-Juntura Section, F. A. Project No. 187-D.

Five blueprint plans and one advance copy of the bid proposal are being sent under separate cover.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/MB

Encl.

Oregon State Highway Department Federal Aid Project No. 187-D

CHIMNEY CREEK-JUNTURA SECTION OF THE

CENTRAL OREGON HIGHWAY IN MALHEUR COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, August 19, 1935

Roadwork (Sta. 205+00 to 207+95)(Sta. 221+00 to 225+65)
(Sta. 244+26 to 258+43.1)(Sta. 273+00 to 281+21.8)
(Sta. 302+20 to 306+10)

All Required		Clearing and Grubbing		$ 1,050.00
950	cu. yds.	Trench Excavation	$ 1.00	950.00
71,500	cu. yds.	Common Excavation	0.25	17,875.00
13,500	cu. yds.	Solid Rock Excavation	0.75	10,125.00
83,800	yd. sta.	Overhaul	0.02	1,676.00
14,100	yd. mi.	Truck Haul	0.15	2,115.00
33,000	cu. yds.	Special Borrow	0.25	8,250.00
17,000	yd. mi.	Hauling Special Borrow	0.15	2,550.00
5.16	miles	Finishing Roadbed and Slopes	300.00	1,548.00
8,500	lin. ft.	Rounding Cutbanks	0.10	850.00
7,700	cu. yds.	Selected Roadbed Topping	0.30	2,310.00
13,000	yd. sta.	Hauling Roadbed Topping	0.15	1,950.00
550	cu. yds.	Riprap	2.00	1,100.00
20	cu. yds.	Class "A" Concrete	25.00	500.00
1,050	lin. ft.	18" Concrete Pipe	2.00	2,100.00
310	lin. ft.	18" Corr. Iron Pipe	2.00	620.00
330	lin. ft.	18" Concrete Siphon Pipe	2.25	742.50
220	lin. ft.	24" Concrete Pipe	3.00	660.00
110	lin. ft.	24" Concrete Siphon Pipe	3.25	357.50
150	lin. ft.	36" Concrete Pipe	5.00	750.00
170	lin. ft.	48" Corr. Iron Pipe	10.00	1,700.00
45	lin. ft.	72" Corr. Iron Pipe	18.00	810.00
			Subtotal	$ 60,589.00
			10% Engr. & Cont.	6,058.90
			Total	$ 66,647.90

Length of Roadway	5.167 miles
" " 2 Bridges	.019 "
Total Length	5.186 "
Cost per mile	$12,898.76

Federal Aid Funds Requested..$ 40,655.21 (61%)
State Funds Available.. 25,992.69

$ 66,647.90

Oregon State Highway Department — Federal Aid Project No. 187-D

CHIMNEY CREEK-JUNTURA SECTION OF THE CENTRAL OREGON HIGHWAY IN MALHEUR COUNTY

(Estimate to accompany plans and specifications for bridges and culverts.
Not as basis for project agreement.

Salem, Oregon, September 20, 1935

Roadwork (Sta. 205+00 to 207+95)(Sta. 221+00 to 226+65)
FLH → (Sta. 244+26 to 253+41.1)(Sta. 273+00 to 281+21.8)
4F (Sta. 302+20 to 306+10)(Contract Prices)

All Required		Clearing and Grubbing		$ ~~354.70~~	354.66
950	cu. yds.	Trench Excavation	$ 0.80	760.00	
71,500	cu. yds.	Common Excavation	0.22	15,730.00	
13,500	cu. yds.	Solid Rock Excavation	0.70	9,450.00	
83,800	yd. sta.	Overhaul	0.02	1,676.00	
14,100	yd. mi.	Truck Haul	0.15	2,115.00	
33,000	cu. yds.	Special Borrow	0.22	7,260.00	
17,000	yd. mi.	Hauling Special Borrow	0.15	2,550.00	
5.14 ~~5.16~~	miles	Finishing Roadbed and Slopes	200.00	~~1,032.00~~	1028.00
8,500	lin. ft.	Rounding Cutbanks	0.08	680.00	
7,700	cu. yds.	Selected Roadbed Topping	0.35	2,695.00	
13,000	yd. sta.	Hauling Roadbed Topping	0.15	1,950.00	
550	cu. yds.	Riprap	2.00	1,100.00	
20	cu. yds.	Class "A" Concrete	25.00	500.00	
1,050	lin. ft.	18" Concrete Pipe	2.00	2,100.00	
310	lin. ft.	18" Corr. Iron Pipe	2.00	620.00	
330	lin. ft.	18" Concrete Siphon Pipe	3.00	990.00	
220	lin. ft.	24" Concrete Pipe	3.00	660.00	
110	lin. ft.	24" Concrete Siphon Pipe	4.00	440.00	
150	lin. ft.	36" Concrete Pipe	5.90	885.00	
170	lin. ft.	48" Corr. Iron Pipe	7.70	1,309.00	
45	lin. ft.	72" Corr. Iron Pipe	15.50	697.50	
				$ 55,554.20	55,550.16

Ⓐ

Culverts (Estimated Prices)

42	cu. yds.	Excavation	$ 2.00	$ 90.00
46	cu. yds.	Class "D" Concrete	25.00	1,150.00
7,000	lbs.	Metal Reinforcement	0.055	385.00
				$ 1,625.00

Subtotal	$ 57,179.20
10% Engr. & Cont.	5,717.92
Total	$ 62,897.12

Bridge (Sta. 290+30) (Estimated Prices)

110	cu. yds.	Excavation	$ 5.00	$ 550.00
10	cu. yds.	Excavation below plans	8.00	80.00
96	cu. yds.	Class "A" Concrete	25.00	2,400.00
16	cu. yds.	Class "D" Concrete	25.00	400.00
13,600	lbs.	Metal Reinforcement	0.055	748.00
56	lin. ft.	Concrete Handrail	5.00	280.00
				$ 4,458.00

Bridge (Sta. 300+60) (Estimated Prices)

45	cu. yds.	Excavation	$ 5.00	$ 225.00
5	cu. yds.	Excavation below plans	8.00	40.00
86	cu. yds.	Class "A" Concrete	25.00	2,150.00
52	cu. yds.	Class "D" Concrete	25.00	1,300.00
33,600	lbs.	Metal Reinforcement	0.055	1,848.00
162	lin. ft.	Concrete Handrail	5.00	810.00
				$ 6,373.00

Subtotal, Bridges	$ 10,831.00
10% Engr. & Cont.	1,083.10
Total	$ 11,914.10

Length of Roadway	5.168 miles
" " 2 Bridges	.018 "
Total Length	5.186 "
Cost per mile, Roadwork	$ 12,170.49

SUMMARY OF FUNDS REQUESTED

Item	Total Cost	Federal Aid Funds	State Funds
Roadwork	$ 62,897.12	$ 38,367.24 (61%)	$ 24,529.88
Bridges	11,914.10	7,267.60 (61%)	4,646.50
	$ 74,811.22	$ 45,634.84	$ 29,176.38

FORM 9-A-1 16819 15M 9-34
COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

Coast
Central Ore. Hwy

June 20, 1935.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. W. C. Williams,
Division Engineer,
La Grande, Ore.

NOTED
[illegible] Engineer

Dear Sir:

On the Chimney Creek-Juntura Section you have specified 4 sources of materials , via; Sta. 580, 467, 511/50 and 403.

You have furnished us with maps and descriptions for only three, via; Sta. 467, 405 and 509. Please check this matter and if you still require the additional pit, furnish us with a description and map of it.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

Dictated by
H. N. Hackett
H.

C to
R.H. Baldock

FORM 6-A-1 16919 15M 9-34

COMMISSIONERS

LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

Cost
Central Ore. Hwy

June 5, 1933.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. E. G. Bickmore,
Resident Engineer,
Juntura, Ore.

Dear Sir:

It is my recollection that you stated a 72" corrugated iron pipe would be acceptable for a stock pass on the Desole property on the Chimney Creek-Junture Section of the Central Oregon Highway. Please advise if this be true or do you wish a standard type of bridge type ~~pipe.~~ of Pass

Also furnish an estimate of the amount of grading involved in this pass and the excavation necessary, in the deepening of the various channel changes.

Please rush this information.

Yours very truly,

R.H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

HGS/H

CC to
R.H.Baldock ✓
W. C.Williams.

NOTED

FORM 5-A-1 16619 15M 9-34
COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

Const.
Central Ore. Hwy

OREGON STATE HIGHWAY COMMISSION

SALEM

May 18, 1935.

IN REPLY PLEASE REFER TO FILE NO.

Mr. E. G. Hickmore,
Resident Engineer,
Juntura, Ore.

Dear Sir:

Mr. Probert's office has called attention to the following omissions from the plans of the Juntura-Chimney Creek Section:

There is no R/W allowed for channel changes

Sta. 297 - No riprap shown for fill

Sta. 336+20 - Conc. Box shown. Grade indicates siphon required

Sta. 348+10 - 18" Pipe shown " " " "

Sta. 376 - Private road indicated - Profile does not show quantities for approach.

Sta. 378 387- Profile shows 18" approach pipe are they for road appr.

Sta. 382 - Bracket on Profile apparently does not cover entire channel change.

Sta. 400+80 - Pipe indicated for Drain Ditch, but no channel change indicated

Sta. 449+50 - Indicate pipe or siphon for Ditch

Sta. 456+50 - Indicate " " " " "

Sta. 467 - " " " " " "

Sta. 468+50 - Quantities for road appr. not shown
Show City limits of Juntura

I am forwarding blue prints of the map and profile. Will you kindly check these over and furnish the desired information.

If you do not wish to acquire additional right of way for channel change, I believe it can be handled by easements if you will give the width required between definite stations.

The Bureau of Public Roads is getting very particular concerning details of all pipes, ditches, road approaches, etc., and exact location, and kind of construction must be shown on the plans, therefore it is important to show the yardage for road approaches and definitely determine whether pipes will be gravity flow or siphons.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

HGS/H

CC to
R.H. Baldock
W. C. Williams

FORM 5-A-1 15818 15M 3-34
COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

Const.
Central Ore. Hwy

May 14, 1935.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. W. C. Williams,
Division Engineer,
La Grande, Ore.

Dear Sir:

The Juntura-Chimney Creek Section of the Central Oregon Highway is scheduled for early letting and in order that we may give it our attention we must have all of the right of way descriptions sent in to us as quickly as possible.

We are waiting particularly for the descriptions covering the platted property in Juntura. We requested Mr. Bickmore to revise the descriptions in accordance with our Circular letter #46. Also there appeared to be some question as to ownerships along the line which should be checked.

Please urge Mr. Bickmore to give this matter his immediate attention.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

Dictated by
H. W. Hackett
H.

CC to
R.H. Baldock

FORM 8-A-1 16919 10M 8-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

IN REPLY PLEASE
REFER TO FILE NO.

Const.
Central Ore. Hwy

May 8, 1935.

Mr. E. G. Bickmore,
Resident Engineer,
Dressey, Ore.

Dear Sir:

At the request of Mr. W. C. Williams, we are sending you the 100' scale detail map of the Juncura-Chimney Creek Section.

We are returning (rolled up with map) some descriptions which we wish you would check as to ownership, etc.

Not knowing whether or not you have a sufficient number of forms for descriptions we are enclosing therewith some of our new forms which may be used.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

Dictated by
H. M. Hackett
H.

CC to
R.H.Baldock
W. C. Williams

FORM 5-S-1 58056 500 3-35

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

1872

April 30, 1935

IN REPLY PLEASE
REFER TO FILE NO.

RECEIVED
MAY 1 1935
STATE

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Attention Mr. R. G. Smith

Dear Sir:

I am enclosing herewith estimate of cost and special provisions for the Chimney Creek-Juntura Section of the Central Oregon Highway in Malheur County.

By express there is being forwarded to you the following records pertaining to the project:

- 100 foot scale map
- Profile tracing in two parts
- Right of way descriptions
- Earth work computation sheets

The 100 foot scale map has been revised for the following reasons:

All curves have been spiraled in order to comply with the present standards. From station 402+81 to station 515+54.2 the line has been revised in order to eliminate encroaching upon the irrigation ditch which runs around the hill immediately west of Juntura. I have inspected this line closely on the ground and I do not believe it has been moved towards the river far enough to result in any damage from high water from the North Fork.

You will note that the plans call for a stock pass at station 424. The owner of this property insists that a stock pass be constructed, but this matter may be worked out at the time right of way is acquired. If some provision can be made to eliminate the stock pass, the same may be eliminated from the profile. If it is necessary to construct a stock pass, it should be included with the bridge project.

FORM S-H-1 20039 500 2-35

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

IN REPLY PLEASE
REFER TO FILE NO.

Mr. H. G. Smith 4-30-35
Subject: Estimate of Cost and Special Provisions
Chimney Creek-Juntura Section Page #2
Central Oregon Highway, Malheur County

I am instructing Mr. E. G. Bickmore, Resident Engineer at Burns, to proceed immediately with the preparation of vicinity maps for the required bridge crossings and the concrete box culvert carrying irrigation ditch. These maps will be forwarded to you as soon as they are completed by Mr. Bickmore.

Very truly yours,

W. C. WILLIAMS
Division Engineer

WCW:MA

enc.
cc-R. H. Baldock

CONTRACT#1753,

SEE:

CONTRACT#581,

1/73 [illegible]

CONTRACT#1753,

SEE:

CONTRACT#1655,

1953 [illegible]: Contract 1955

CONTRACT#1754,
1760,

WPH 191-C Brooks-Jordan Cr. Sec. 1936
1754
1760
Folder # 2

R

4a

RECEIVED
JUL 16 1941
FOR FILING

WPH 191-2

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 24, 1941

Subject:

To:

Mr. R. H. Baldock,

Office.

Dear Sir:

Attached is a voucher form and some correspondence relative to Harvey Wells' request concerning the Charles Leonard claim. Mr. Wells is waiting for us to tell him whether or not the Commission will approve of reimbursing Mr. Leonard to the extent of one-half of his expenses incurred in the defense of an action brought by laborers in connection with his highway contracts.

The trial court decided against Mr. Leonard, but you will recall that the Highway Commission authorized its attorney to aid in the prosecution of an appeal to the Supreme Court, which was done and the Supreme Court reversed the trial court.

In view of the benefits which the State derived from the litigation I see no special objection to the request that Leonard be reimbursed to the extent of half of his expense, and I understand that his total expense was something in the neighborhood of $4,000.

Yours very truly,

J. M. Devers
J. M. DEVERS

JMD:PW
Enc.

M

February 18, 1941

Honorable Harvey Wells
Hall of Representatives
Capitol Building
Salem, Oregon

Dear Mr. Wells:

I was involved in some litigation in Portland on Friday, the fourteenth, which was the day the Commission met here in Salem. I requested that the Charles Leonard matter be discussed at that time but I am informed that it was not. The Commission will be in session again on the twenty-seventh, at which time I expect to get a decision or instructions from the Commission.

Will that date be too late for consideration by the legislature of Mr. Leonard's claim? If it will I will try to reach the Commissioners by long distance phone and discuss it as best I can with them over the phone.

Please let me know your desire in this matter.

Yours very truly,

J. M. DEVERS .

JMD:AW

ING BUILDING
PORTLAND, OREGON

STATE OF OREGON
HALL OF REPRESENTATIVES
SALEM

February 17, 1941

Mr. Joseph Devers
Oregon State Highway Commission
Salem, Oregon

Re: Chas. H. Leonard

Dear Mr. Devers:

About four weeks ago I inquired of you relative to the claim of Chas. Leonard for defending State Highway Contract 1754, project 1872, and you advised me that you would see Mr. Cabel, chairman of the board, and let me know just what the Commission thought of Mr. Leonard's idea of asking to be reimbursed from highway funds for half the cost of litigation.

I am enclosing claim papers and if you can return them to me with your comments it will be greatly appreciated.

Very truly yours,

Harry Wells

HW/bs
Enc.

THE STATE OF OREGON

To .... Dr.

NOTE—All claims must state in detail dates of service, or date supplies were furnished, rate per day, month or year, or price per unit. Claims not showing these items will be returned for correction.

Date Vouchered	NATURE OF CLAIM	AMOUNT
	For .... *the Oregon State Highway Commission, as per details attached:*	$

CERTIFICATE

This is to certify that the goods, wares, or merchandise covered by this claim, or the services, cash advanced, or expenses herein set forth, have been received, rendered, expended or incurred, as the case may be, on behalf of the State of Oregon.

OREGON STATE HIGHWAY COMMISSION

By ....
Claims Auditor

FOR USE ONLY OF DEPARTMENT OF STATE

Audited and approved by ....

Period covered ....

Items ....

Prepared by: ....

Checked by: ....

Total amount claimed, $

Total amount allowed, $

STATE OF OREGON,
County of Multnomah } *ss.*

I, Chas H. Leonard (Name), *being first duly sworn, depose and say, upon oath, that I am* .... (If firm or corporation, state capacity in which employed); *that I have knowledge of the above-described and attached claim; that the foregoing account is correct and just; that the* .... (Material or service) *therein specified* .... (Has been furnished or rendered) *the State of Oregon as stated; that the charge therefor is reasonable, and that no part thereof has been heretofore paid.*

PERSON MAKING AFFIDAVIT SIGN HERE Chas H. Leonard (Name)

Subscribed and sworn to before me this 1st *day of* February, *A. D. 19*41.

B. Spalding
Notary Public for Oregon

My commission expires June 30, 1941

{NOTARIAL SEAL}

Warrant No. B .... *issued in payment of the within claim.*

THE STATE OF OREGON

To .... Dr.

NOTE—All claims must state in detail dates of service, or date supplies were furnished, rate per day, month or year, or price per unit. Claims not showing these items will be returned for correction.

Date Vouchered	NATURE OF CLAIM	AMOUNT
	For .... *the Oregon State Highway Commission, as per details attached:*	$

CERTIFICATE

This is to certify that the goods, wares, or merchandise covered by this claim, or the services, cash advanced, or expenses herein set forth, have been received, rendered, expended or incurred, as the case may be, on behalf of the State of Oregon.

OREGON STATE HIGHWAY COMMISSION

By ....
Claims Auditor

FOR USE ONLY OF DEPARTMENT OF STATE

Audited and approved by ....

Period covered ....

Items ....

Prepared by:

Checked by:

Total amount claimed,	$
Total amount allowed,	$

STATE OF OREGON,
County of Multnomah } ss.

I, Chas. H. Leonard (Name), *being first duly sworn, depose and say, upon oath, that I am* .... (If firm or corporation, state capacity in which employed), *that I have knowledge of the above-described and attached claim; that the foregoing account is correct and just; that the* .... (Material or service) *therein specified* .... (Has been furnished or rendered) *the State of Oregon as stated; that the charge therefor is reasonable, and that no part thereof has been heretofore paid.*

PERSON MAKING AFFIDAVIT SIGN HERE Chas H Leonard (Name)

Subscribed and sworn to before me this 1st *day of* February, *A. D. 19*41

B. Spalding
Notary Public for Oregon

My commission expires June 30, 1941

{NOTARIAL SEAL}

Warrant No. B .... *issued in payment of the within claim.*

ISSIONERS
NRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
HURON W. CLOUGH, CANYONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM
C. B. McCULLOUGH
ASSISTANT STATE HIGHWAY ENGINEER
SALEM
J. M. DEVERS
ATTORNEY
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

February 7, 1941

REFER TO FILE NO.
IN REPLY PLEASE

Oregon State Highway Commission,

Salem, Oregon.

Gentlemen:

Some months ago one of the state's highway contractors was sued by some laborers claiming that the contractor had not carried on his work pursuant to the provisions of the contract and pursuant to the requirements of the Federal government. The case lasted quite a while and the contractor was put to considerable expense. The trial court decided against the contractor.

Because of the fact that many other contracts were subject to the same challenge and because of the fact that other contracts were to be let the Commission feared that this litigation if left to stand on the decision of the trial judge would seriously affect other contracts. Therefore, the Commission when the case was appealed to the Supreme Court instructed me to participate in the hearing before the Supreme Court and file a brief amicus curiae. I did so. The Supreme Court reversed the trial court and that decision foreclosed suits against the other contractors and furnished a proper construction of the law for future contracts.

Charles Leonard, who was the contractor sued, paid his own expenses in the lawsuit and his attorney's fees, and he now asked that the State reimburse him for half of the cost. He says he will stand half of it himself if the state will reimburse him to the extent of fifty per cent. I believe his total costs were about $4,000 or $4,200.

Harvey Wells has asked me to write him and state what will be the attitude of the Commission with respect to this matter. Personally, I think there is considerable merit in Mr. Leonard's claim for it was not through any misconduct of his that he was put to all of the costs and inconvenience of a lawsuit.

Yours very truly,

JMD:PW

J. M. DEVERS

cc R. H. Baldock
H. B. Glaisyer

M

H. A. Dick
President.

EXCERPTS FROM THE MINUTES OF THE HIGHWAY COMMISSION MEETINGS

March 21, 1939

The Engineer brought up for discussion the litigation that is pending in connection with Chas H. Leonard's contract for the construction of the Jordan Creek Section of the Wilson River Highway, in Tillamook County, Contract No. 1754. He explained that laborers employed on this job are under the impression that they were not properly classified and accordingly about 40 of them have sued the contractor for additional compensation; further, that the case has been tried and the court has ordered payment of the claims, notwithstanding the fact that the classifications have been examined and approved by the engineers of the state highway department and the Bureau of Public Roads. The contractor, he said, is inclined to pay the claims and let the matter drop, because the claims do not aggregate a large amount; but, in his estimation, from the state's standpoint, an appeal should be taken to the Supreme Court, because a principle is involved and there is a possibility that the decision of the judge pro tem will have a bearing on the prices that contractors bid on future highway work. He gave as his thought that probably the state should join with the contractor in appealing the case; also, that the Associated General Contractors should join in such appeal because that organization is also concerned. The Commission's Attorney concurred with the view of the Engineer in this matter.

After considerable discussion the Commission decided to join with the contractor in making this appeal to the Supreme Court, provided the Associated General Contractors will also cooperate. The Engineer was instructed to contact the Associated General Contractors in regard thereto and report further to the Commission.

Reconsideration was given by the Commission to the matter of instituting an appeal to the Supreme Court on the decision of the trial judge in the case of certain laborers against contractor Charles H. Leonard, arising out of the contract for the construction of the Brooks-Jordan Creek Section of the Wilson River Highway, in Tillamook County. The Engineer was instructed to contact Mr. Leonard and also the local chapter of the Associated General Contractors and ascertain their attitude with respect thereto, the Commission being reluctant to make such appeal unless it receives the cooperation of the contractor and the contractor's association.

April 6, 1939

The Engineer then brought up for discussion a controversy between contractor Charles H. Leonard and laborers employed by him on his contract with the state for the construction of the Brooks-Jordan Creek Section of the Wilson River Highway, in Tillamook County. At his request the Attorney explained the results of a conference on the previous day with Mr. Leonard and officials of the contractors' association as to whether or not this case, which was decided adversely to the contractor by the trial judge, should be appealed to the Supreme Court. The Attorney advised that the contractor has

ASSOCIATED GENERAL CONTRACTORS OF AMERICA, INC.

H. A. Dick

President.

HAD:D

carried the burden of this controversy from its inception and feels inclined to settle with the laborers for the amount of the judgment rendered, which is $1,600; but, if the Highway Commission prefers that the case be appealed, then he is willing to cooperate to a certain extent.

He gave as his thought that the State Highway Commission is sufficiently interested to contribute state funds to pay the cost of this appeal in view of the fact that the trial judge's decision is bound to affect future highway contracts. The cost of the appeal, he said, would be approximately $1,500, of which amount $1,000 represents the cost of preparing the transcript of testimony, and the balance, miscellaneous expense, including expense of attorneys. He advised that the contractors' association and the contractor have indicated a willingness to assume the payment of $500 of the total involved if the state will assume the balance, and recommended approval of such arrangement, particularly in view of the state's interest and the fact that it appeared to him unfair to ask the contractor to assume the entire expense of the appeal inasmuch as he has already paid out considerable money in connection with this case.

Mr. Arens confirmed the statements made by the Attorney by stating that both the contractors' association and the contractor will agree to cooperate as outlined and the Associated General Contractors will provide an attorney to assist. After discussion the Commission approved such arrangement by unanimous vote.

H. A. Dick

KAL:D President.

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H. A. Dick

President.

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He gave as his thought that the State Highway Commission is sufficiently interested to contribute state funds to pay the cost of this appeal in view of the fact that the trial judge's decision is bound to affect future highway contracts. The cost of the appeal, he said, would be approximately $1,500, of which amount $1,000 represents the cost of preparing the transcript of testimony, and the balance, miscellaneous expense, including expense of attorneys. He advised that the contractors' association and the contractor have indicated a willingness to assume the payment of $500 of the total involved if the state will assume the balance, and recommended approval of such arrangement, particularly in view of the state's interest and the fact that it appeared to him unfair to ask the contractor to assume the entire expense of the appeal inasmuch as he has already paid out considerable money in connection with this case.

Mr. Arens confirmed the statements made by the Attorney by stating that both the contractors' association and the contractor will agree to cooperate as outlined and the Associated General Contractors will provide an attorney to assist. After discussion the Commission approved such arrangement by unanimous vote.

ASSOCIATED

H. A. Dick

HAD:D President.

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President.

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Mr. Arenz confirmed the statements made by the Attorney by stating that both the contractors' association and the contractor will agree to cooperate as outlined and the Associated General Contractors will provide an attorney to assist. After discussion the Commission approved such arrangement by unanimous vote.

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H. A. M
President.

[illegible]:D

THE ASSOCIATED GENERAL CONTRACTORS
of America, Inc.
WASHINGTON, D.C.
PORTLAND CHAPTER

SKILL, INTEGRITY RESPONSIBILITY

SUITE 112 MULTNOMAH HOTEL
PORTLAND, OREGON

DIRECTORS
THEODORE ARENZ
GEO. H. BUCKLER
J. C. COMPTON
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M. J. LYNCH
J. A. LYONS
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F. H. SLATE

P. L. CROOKS, HONORARY DIRECTOR
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H. A. DICK, PRESIDENT
G. E. KIBBE, 1ST VICE-PRES.
K. F. JACOBSEN, 2ND VICE-PRES.
NATT MCDOUGALL, TREASURER

BELLE DENNIS, SECRETARY

PHONE: ATWATER 7339

RECEIVED
MAR 27 19
OREGON
STATE HIGHWAY COMMISSION

March 25, 1939

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

At a recent meeting of our Board of Directors, attention was called by Mr. F. H. Slate of the contracting firm, Leonard & Slate, to their case in the Circuit Court of Tillamook County, involving a contract between the State Highway Commission and Charles H. Leonard, contractor, on which the court ruled that the determination by the State Highway Engineer of the classification of men on a contract financed by the Federal Government was subject to review and revision by the court.

This matter is giving our members great concern. We have examined the contract which forms the basis of this litigation; that is, contract number 1754, entered into between the Highway Commission and Charles H. Leonard for the grading of the Brooks-Jordan Creek Section of the Wilson River Highway, and find that the feature of this contract upon which the court acted is common to or a part of all highway contracts being financed by the Federal Government.

As we have been informed, and as our review of the proceedings discloses, the court based its opinion or decision upon the terms of the special provisions of the contract, such special provisions being twelve blue sheets forming a part of all contracts financed by the Federal Government.

If this decision is permitted to stand, our members feel that they will be in jeopardy of litigation upon every contract they have or may have containing like provisions. Our members have always proceeded upon the assumption that the State Highway Engineer had final authority in determining classification of labor under this type of contract. In the interest of all concerned, and in order to insure security against such possible litigation on present and future contracts, we urgently request that the State Highway Commission take such steps as are necessary to assist in appealing this case and reversing the court's decision.

We would appreciate a conference between Leonard & Slate, the State Highway Commission and representatives of our organization at your earliest convenience. If you are agreeable to such conference, kindly advise when you will be available for a meeting.

Yours very truly,
PORTLAND CHAPTER OF
ASSOCIATED GENERAL CONTRACTORS OF AMERICA, Inc.

H. A. Dick
President.

HAD:D

March 25, 1939

Mr. Clarence D. Porter, President
The Surety Association of Portland
902 Failing Building
Portland, Oregon

Re: State Highway Contract #1754 - Brooks
Jordan Creek Section Wilson River Highway

Dear Sir:

Responding to your communication of March 23, advise that I thoroughly agree with you in your position on the appeal from the decision of the Circuit Court in the matter of the judgment awarded against Charles H. Leonard, contractor on the Brooks-Jordan Creek Section of the Wilson River Highway.

As soon as I became aware of this judgment, I recommended to the Highway Commission that it take steps to assist in the appeal. The Highway Commission cannot initiate the matter, but is willing to help Leonard & Slate. To this end I contacted the Contractors' Association and expect to have a conference week after next, at which time I will appreciate your presence. Will advise you of the exact date of the meeting.

Very truly yours,

State Highway Engineer

RHB:HI

CLARENCE D. PORTER, PRESIDENT
802 FAILING BUILDING
ATWATER 6441

C. A. TOMASSENE, VICE-PRESIDENT
614 WILCOX BUILDING
ATWATER 7521

PHILIP S. CARRELL, SECRETARY-TREASURER
408 WILCOX BUILDING
ATWATER 9677

THE SURETY ASSOCIATION OF PORTLAND
408 WILCOX BUILDING
PORTLAND, OREGON

REFERRED TO Mr Baldock
By Asst. State Highway Engineer

RECEIVED
MAR 24 1939
STATE HIGHWAY COMMISSION

March 23, 1939

Mr. R. H. Baldock, Engineer
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

Re: State Highway Contract #1754 - Brooks-Jordan Creek Section Wilson River Highway

There has been brought to our attention that one of the circuit courts of Oregon has just awarded a judgment against Charles H. Leonard, contractor for the above work, as well as his surety upon said bond, as a result of a suit instituted by a group of laborers seeking a reclassification of labor performed by them. It seems that notwithstanding the fact that the laborers accepted their pay during their employment, giving a full and satisfactory receipt therefor, they have now been able to have the court award them additional compensation long after the conclusion of their labors.

If this judgment is permitted to stand without further litigation it would appear to us that it will produce a serious handicap for both your department and the contractor bidding upon State work to estimate in advance the labor costs of such projects. It would, therefore, seem to us that this case should be appealed to the Supreme Court of Oregon for final determination so that not only the contractor, but his surety as well, will know definitely where each stands as to such liability.

The Surety Association of Portland would appreciate your recommending to the Highway Commission to carry this case to the higher court for a final interpretation of the contract as it relates to the payment and classification of such labor.

Very truly yours,

SURETY ASSOCIATION OF PORTLAND

By Clarence D Porter
Clarence D. Porter,
President

CDP:DAS

March 22, 1939

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Mr. R. H. Baldock
State Highway Engineer
OFFICE

Dear Sir:

This note is simply to remind you to contact contractors Leonard & Slate and the Associated General Contractors, Portland Chapter, to ascertain their attitude with respect to making an appeal to the Supreme Court in the case involving the Leonard and Slate Contract in Tillamook County.

It is my understanding that the Commission is willing to make such appeal if the contractors and the Associated General Contractors will cooperate but the Commission does not want to take this matter into the higher court on its own account.

Very truly yours,

HBG:AM

Secretary

FORM 2-K-1 1M 2-39

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

J. M. DEVERS
ATTORNEY

J. W. DeSOUZA
ASSISTANT ATTORNEY

OREGON STATE HIGHWAY COMMISSION
SALEM

#1

March 20, 1939

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock,

Office.

Dear Sir:

There was discussed at the last Commission meeting the question of whether or not the State would participate in an appeal involving the construction of provisions of a highway contract with Leonard & Slate involving the classification of labor, and at the time it was discussed the only information I had as to the probable cost was an estimate of $2500. This sum was made up principally of the cost of the making of a transcript of the testimony and the cost of printing briefs and abstracts .

Since then a further and more detailed inquiry has been made and more definite information furnished and I am now advised by Wilber Henderson, one of the attorneys for the contractors, that the total cost will probably be in the neighborhood of $1500.

I presume that if an appeal is taken the contractors will expect the State to pay the cost of this appeal, for the contractors have already been out a large amount of money much in excess of this $1500, and prefer to pay the judgment rather than put any more money in court costs.

The only interest the state has in this litigation should be determined by its interest in other contracts -- pending, closed and future contracts. I believe that the Commission instructed you to go into this question somewhat and also I think you were going to take it up with the contractors' association to see if the association is in any way interested in an appeal of this case.

Yours very truly,

JMD

J. M. DEVERS

JMD:PW

M

March 9, 1939

4f

Mr. R. H. Baldock
State Highway Engineer
OFFICE

Dear Sir:

This note is to remind you to discuss with the Associated General Contractors the matter of making an appeal to the Supreme Court on the decision of Judge Joseph F. Page, pro tem, in the case involving Leonard and Slate, contractors for the construction of the Brooks-Jordan Creek Section of the Wilson River Highway, Contract No. 1754.

You will recall that this matter was discussed by the Commission at the meeting on March 2 at which time the Commission, as I understand it, indicated that it is not particularly concerned in the case if the Associated General Contractors will not coöperate.

Very truly yours,

HBG:AM

Secretary

Awarded

[illegible] 2 contracts in Tillamook to
Chas. Leonard.

4 F

Walker

Discuss controversy involving 2 big contracts in Tillamook County awarded to Chas Leonard.

M

FORM 2-A-1 5M 11-38
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

IN REPLY PLEASE
REFER TO FILE NO.

February 28th, 1939

Mr. R. H. Baldock
State Highway Engineer
Office

Dear Sir:

Herewith report of Ray Webber, Labor Regulations Engineer, and letter from Leonard & Slate concerning litigation growing out of the Brooks-Jordan Creek Section of the Wilson River Highway, Contract No. 1754.

It is my recommendation that this matter be discussed thoroughly with the Commission in order that some definite policy can be formulated with respect to the classification of labor. Under the ruling of the Judge pro tempore it would appear that every contract under our present provisions would eventually involve the contractor in law suits over the wage scale.

Very truly yours,

H G Smith
H. G. Smith
Construction Engineer

HGS:AR

cc to: H. B. Glaisyer

REFERRED TO
Mr. Glaisyer
State Highway Engineer
Com. meeting

FRED H. SLATE
Multnomah, Ore.

SKILL, INTEGRITY RESPONSIBILITY

CHAS. H. LEONARD
Multnomah, Ore.

LEONARD & SLATE
GENERAL CONTRACTORS
MULTNOMAH, OREGON

February 24, 1939

Mr. R. H. Baldock, State Highway Engineer
Oregon State Highway Commission
Salem
Oregon

Dear Sir:

We are at a loss to know what to do in regard to some litigation growing out of some labor claims. We feel that the State is, or should be vitally interested in the outcome of said claims, as the final decision in this case could easily affect all contracts with the State--past, present,and future.

We feel that if the decision now pending should be allowed to stand, no contractor would have any way of knowing whether or not he had paid his men in full until after each employe's case had been passed through the courts. No Engineer, or his superiors, if this decision were permitted to stand, would be able to interpret the specifications in regard to classification of labor, either before, during, or after labor had been performed.

So far as we know, we complied with every detail of the contract involved in this case to the full and complete satisfaction of your representatives directly in charge of the work, and to the full satisfaction of the representatives of the Bureau of Public Roads having jurisdiction over same. We feel that the importance of this case requires more attention and financial support than we, as individuals, should be called upon to supply. However, we are willing and anxious to cooperate with the Highway Department, or any one else, in an effort to clear this matter up. There has not been at any time during the entire history of the case any suggestion or intimation that there might have been any fraud, or incompetence on the part of the contractor, or State and Bureau of Public Roads representatives. Please distinguish between this case and one where the contractor had refused or neglected to comply with the terms of the contract as interpreted by your representatives directly in charge.

The following is a brief history of the case, which we believe ably and efficiently handled by our attorneys, Mr. Wilbur Henderson of Portland, and Mr. George Winslow of Tillamook:

In re: State of Oregon on relation of John Kaser, vs.
Chas H. Leonard, et al. Tillamook County,
Circuit Court No. 6066; and

State of Oregon on relation of
Chas. H. Leonard, et al. Multnomah County,
Circuit Court No. 126-567

These cases were brought by men who were employees of Charles H. Leonard on the Brooks-Jordan Creek Section of the Wilson River Highway, State Highway Contract No. 1754. The Tillamook County case represented claims of thirty-three men, all of whose claims were assigned to John Kaser for collection. The Multnomah County case represented claims of twenty-two men, all of whose claims were assigned to G. W. Daley for collection.

The basis for the claims was that the men were not properly classified; that is, in most instances, they were paid at the rate of 50¢ an hour, or the amount allowed under the contract for unskilled labor, whereas they claimed that they should have been paid at the rate of 75¢ an hour, or the rate allowed for intermediate labor.

Any man who had occasion to use a hammer or saw for any purpose whatsoever claimed that he should have been classified as a carpenter's assistant. Every man who worked on a slope claimed that he should have been classified as a semi-skilled laborer. This was true of those who had occasion to act as sledgemen for drilling in the rock, for those who had occasion at odd times to use powder. The foregoing are but samples of the work that was claimed to be semi-skilled labor. It was our contention, and we maintained it from the first to the last, that the question of classification rested entirely with the State Engineer, acting both for the State of Oregon and for the United States Bureau of Public Roads.

Our attorneys attempted to have the actions abated on the ground that the contract provides that the engineer's decision should be final. In this connection, we call your especial attention to this particular provision which appears on page 6 of the printed contract:

> "It is mutually agreed between the parties to the contract that to prevent all disputes and misunderstandings between them in relation to any of the provisions contained in the specifications, or their performance by either of said parties, the engineer shall be an umpire to decide all matters arising or growing out of said contract between them."

Judge Latourette of Clackamas County was originally assigned to hear the case, and in the normal course of events the matter would have finally come to trial before a jury. We, of course, were desirous, if possible, of avoiding a jury trial. Our attorneys sought to have the matter referred to a referee, to avoid a trial by jury. The court allowed this order, and subsequently, to avoid two trials, the attorneys agreed that the matter should be tried by a Judge Pro Tempore. This is a procedure that we understand is allowed under the Oregon law. The attorneys finally stipulated that the matter should be heard by Joseph H. Page, a member of the Portland bar.

The case went to trial on the 13th day of December, 1938, and continued thereafter with some time taken out for the holidays until the 6th day of January, 1939.

The men testified, of course, that the work that they did required skill. We offered in defense testimony by Messrs. J. R. Sergeant and H. A. Stoddart of the United States Bureau of Public Roads, to the effect that the State Engineer was the representative of the Federal Government in determining the proper classification of the men. We called from your office, F. D. Eason, M. C. Wood and Ray Webber, who gave testimony supporting our theory that your department had complete control of the classification. J. H. Scott, the Resident Engineer, was called by us, also. He identified the pay roll as filed with your department, and gave testimony supporting the foregoing theory. He also testified as to various incidents where he required changes to be made in the classification of the men.

The court, on the 23rd of January, gave judgment against us in amounts, exclusive of costs, aggregating $1673.75; a part of this sum is made up of attorney's fees, which are allowed. The formal judgment has not as yet been entered. We understand that our attorneys required the court to make what are known as "Findings of Fact" on the issues as presented in court. These have been submitted by the attorneys for the plaintiffs. We understand that our attorneys have filed objections thereto. After the form of Findings of Fact has finally been determined, by the court, the same will be filed and a judgment will be entered. This will doubtless occur at a very early date.

You already have in your possession "Findings of Fact" referred to in the above paragraph.

Very respectfully yours,

LEONARD & SLATE

By Fred H. Slate

Fred H. Slate

FORM [illegible]

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

February 23, 1939

IN REPLY PLEASE
REFER TO FILE NO.

Mr. H. G. Smith,
Construction Engineer,
Office.

Dear Sir:

I wish to call to your attention the attached decision given by Joseph A. Page, Judge pro tempore in the case involving Leonard and Slate, contractors on the Brooks-Jordan Creek Section of the Wilson River Highway, Contract No. 1754.

Some forty claims were filed by the contractors' employees. The basis of these claims being that the workmen were not properly classified. There were a few cases where it was possible that the claims were justified and I advised the contractor to pay them, which he did, shortly after the completion of this contract.

Other claims were made for classifications not contained in the specifications and for higher classifications than that worked by the employees. Mr. Sargent of the Bureau of Public Roads and myself gave instructions to the resident engineer and contractor on many occasions as to the proper classification of employees on this project and I am satisfied that the resident engineer fully understood and properly classified all of the men working for the contractor.

During the trial Mr. Sargent and myself gave testimony regarding classifications of workmen on the clearing and sloping crews and also of the camp help. These claims were all disallowed. I do not recall any questions being asked me regarding the classifications given, and allowed by Judge Page.

The actual amount allowed by the court, (amounting to about $1700) is very minor. The true story being that this decision strikes at the structure of the highway department in a very serious manner to wit:-

The engineer is specified as the party to settle all disputes and claims involving contracts.(See Sec. 3, Paragraph 2 of general provisions.) If this present judgement of the court is allowed to pass, it will reflect on all contracts let by the highway commission and will develop that the engineer cannot classify the workmen on any project except in concurrence with the courts, which is impossible to obtain except thru suits tried in court, which would be too late for proper operation of any contract. This means that no contractor will be able to safely estimate any project correctly and may expect exhorbitant decisions based on courts which are not familiar with the classes of work on the manner in which they are performed.

Further, as this decision stands, it is barely possible that the Highway Commission will be liable for suits against contractors by laborers claiming improper classifications; this possibility being due to the fact that our engineers must pass on the classification of each of the contractors' employees before he is entitled to work on a project. If the engineer's decision is allowed to be changed by any court there will be no security to the contractors or the commission on any contract, not only in regard to the labor provisions but any other part of the contract.

Yours very truly,

Ray Webber

RAY WEBBER,
Labor Regulations Engineer.

RW/H

//

JOSEPH H. PAGE
Attorney at Law
Suite 704 Guardian Building
Portland, Oregon

January 23, 1939

Green & Boesen,
L. V. Lundburg,
Attorneys at law,
Corbett Bldg.,
Portland, Ore.
Mr. H. T. Botts,
Attorney at law,
Tillamook, Ore.
Mr. George Winslow
Attorney at law,
Tillamook, Ore.
Messrs. Platt, Henderson, Warner and Cram,
Attorneys at law,
1115 Porter Building,
Portland, Oregon

Re: State of Oregon upon the relation of G. W. Daley vs. Charles H. Leonard and Great American Indemnity Company.

Gentlemen:

After careful consideration of the evidence adduced in the above entitled cause and the law, the Court finds:

(1) That the work performed by the relator G. W. Daley from and including October 10, 1935 to and including November 14, 1935 was that of a powder man miscellaneous for a period of 192 hours, and being all of the time said Daley worked during said period, and was intermediate grade labor payable at the rate of 75¢ per hour for which there became due $144.00, and for which Daley was paid $96.00 only, leaving a balance unpaid of $48.00.

(2) That the work performed by Cecil Gabie (3rd cause of action), other than that of common labor for which he was paid in full, was that of a supervising employee, and likewise the work performed by J. E. Bell (4th cause of action), other than that of common labor for which he was paid in full, was that of a supervising employee, and that a supervising employee did not come under the classification of either skilled, intermediate grade or unskilled labor, and that under the contract the wage of a supervising employee could be fixed by agreement, and that such wage both in the case of said Gabie and said Bell was fixed by agreement and paid in full to each of said parties.

(3) That the work performed by Elmer Williams (5th cause of action) from and including November 8, 1935 to and including December 10, 1935, except November 12 and November 27 when said Williams was engaged in common labor, was that of a powder man miscellaneous and being for a period of 179 hours in all, and was intermediate grade labor payable at the rate of 75¢ per hour, for which there became due $134.25, and for which Williams was paid $89.50 only, leaving a balance unpaid of $44.75.

That all other work performed by said Williams was common and unskilled labor for which he was paid in full.

(4) That the work performed by J. H. White (6th cause of action) from and including September 16, 1935 to and including December 10, 1935, except on September 19, 20 and 21 and on September 23 to 27, both inclusive, and on November 19, when said White was engaged at common labor, was that of a plumber and being for a period of 364 hours in all, and that during all of said 364 hours said work required considerable training and experience which said White had and possessed, and that said work came under the classification of intermediate grade labor payable at 75¢ per hour for which there became due $273.00, and for which White was paid $182.00 only, leaving a balance unpaid of $91.00.

That all other work performed by White was common and unskilled labor for which he was paid in full.

(5) That the work performed by E. F. Worthing (8th cause of action) in bucking, Eugene Laurence (9th cause of action) in bucking and as a drill man, Charles Illingworth (12th cause of action, as a drill man, M. R. Ford, (13th cause of action) as a drill man, Thomas W. Conner (14th cause of action) as a drill man, James D. Grimes (15th cause of action) as a drill man, Albert Lunow (19th cause of action) as a sloper, William Lunow (20th cause of action) in bucking and in sloping, did not require considerable training and experience and under contract was that of common and unskilled labor and for which each party was paid in full.

That any other work performed by any of said last named parties was paid in full.

(6) That in the case of L. E. Partridge (10th cause of action), and in the case of William Lindley (11th cause of action), the evidence fails to show that either said Partridge or said Lindley performed any work other than that of unskilled labor, and for which each of said parties was paid in full.

(7) That in the case of Frank Beginich (22nd cause of action) the evidence fails to show that said Beginich worked at any other labor other than that of common and unskilled labor, except on August 3 he worked 7 hours and August 4th 3 hours as a jack-hammer operator, which was intermediate grade labor payable at the rate of 75¢ per hour and for which he was paid in full.

That any other work performed by said Beginich under said contract was common and unskilled labor for which he was paid in full.

(8) That the relator and each claimant within one year immediately following the completion of the contract filed with the Secretary of the State of Oregon a notice in writing as required by law and containing a brief mention and description of the labor performed by such claimant, and each of said claims on which recovery is here allowed was signed personally by the particular claimant.

(9) That each of the claimants assigned his claim to relator for collection only, and relator owns and holds such claim for such purpose only.

(10) That the defendants' defence of account stated as to each claimant is not sustained. That in each instance the claimant had no knowledge of the fact that defendant Leonard was required to classify and pay plaintiff or any laborer according to classifications set forth in contract, and that defendant Leonard had such knowledge and failed to communicate such to claimant.

(11) That the defendants' defense of accord and satisfaction as to each claimant is not sustained. That in each instance the claimant had no intent to settle a dispute, and had no knowledge of fact of required wage classification and scale, received only an amount of money acknowledged by defendant Leonard to be due and which was due, and received no consideration for release.

(12) That the defendants' defense of estoppel as to each claimant is not sustained. That any representation by any claimant that he was satisfied with his wage was due to ignorance of knowledge of required wage classification and scale, and resulted from the acts of defendant Leonard in failing to inform claimant of such required wage classification and scale.

(13) That $45.00 is a reasonable attorney fee to be allowed relator on the first cause of action, $50.00 on the fifth cause of action, and $55.00 on the sixth cause of action, and allowance is made in such amounts.

(14) That relator is entitled to a judgment of $48.00, together with $45.00 attorney fee, on the first cause of action; $44.75, together with $50.00 attorney fee, on the fifth cause of action; and $91.00, together with $55.00 attorney fee, on the sixth cause of action. Judgment in said amounts against both defendants.

Prevailing counsel will prepare findings and decree accordingly.

Very truly yours,

Joseph H. Page (Sgd.)
Judge pro tempore

JHP:m

STATE JUDGEMENT

$ 1340.00	Kaser
333.75	Daley
$ 1673.75	

KASER

Asked for

	$9580.75
Atty.Fee	2680.00
	$ 12,260.75

JUDGEMENT

1. 54.75	$ 50.	
4. 313.50	75.	
6. 249.25	75.	
19. 383.25	75.	
28. 14.25	50.	1015.00 325.00
$ 1015.00	$ 325	$ 1340.00

Joseph H. Page,
Attorney-at-Law
Suite 704 Guardian Building
Portland, Oregon

January 23, 1939

Mr. H. T. Botts,
Attorney-at-Law,
Tillamook, Oregon

Mr. George Winslow,
Attorney-at-Law,
Tillamook, Oregon

Messrs. Platt, Henderson, Warner and Cram,
Attorneys-at-Law
1115 Porter Building,
Portland, Oregon

RE: State of Oregon to the relation
of John Kaser vs Charles H. Leonard
and Great American Indemnity Company.

Gentlemen:

After careful consideration of the evidence adduced in the above entitled cause and the law, the Court finds:

(1) That the work performed by the relator John Kaser from and including 4 hours of October 9, 1935 to and including December 9, 1935 was that of a powder man miscellaneous and in light solid rock for a period of 337 hours, and being all of the time said Kaser worked during said period, and was intermediate grade labor, payable at the rate of 75¢ per hour, for which there became due $252.75, and for which Kaser was paid $198.00 only, leaving a balance unpaid of $54.75.

That the work previously performed by Kaser under said contract was common and unskilled labor, for which he was fully paid.

(2) That the work performed by Arthur E. Cook (4th cause of action) from and including Nov. 12, 1935 to and including August 28, 1936 was that of a rough blacksmith for a period of 1672 hours and being all the time said Cook worked during said period, and throughout said period said work did not require the full skill the term journeyman implies but required considerable training and experience which said Cook had and possessed, and was intermediate grade labor payable at the rate of 75¢/ per hour for which there became due $1254.00, and for which work Cook was paid $940.50 only, leaving $313.50 unpaid.

That all other work performed by Cook was common and unskilled labor for which he was paid in full.

(3) That the work performed by J. C. Douglas(6th cause of action) from and including October 14, 1935 to and including July 11, 1936 was that of a rough carpenter for a period of 997 hours, and being all the time Douglas worked during said period except on February 25, 28 and 29, all of week ending March 7, except on March 6, May 13 and 15 and all of week ending May 23, except May 18, June 17, 18, 19 and 20 and all of weeks ending June 27 and July 4, and July 7 and 8 when said Douglas was working at common labor, and that said work during all of said 997 hours required considerable training and experience, which said Douglas had and possessed, and that said work came under the classification of intermediate grade labor payable at 75¢ per hour for which there became due $747.75, and for which Douglas was paid $498.50 only, leaving a balance unpaid of $249.25.

That all other work performed by Douglas was common and unskilled labor for which he was paid in full.

(4) That the work performed by Tracy Elliott (19th cause of action) from and including September 12, 1935 to and including May 20, 1936 and from and including July 14, 1936 to and including August 29, 1936 was that of a saw filer and tool sharpener for a period of 1533 hours, and being all the time said Elliott worked during said period except during the weeks ending July 18, and all of week ending July 28 except July 24 and 25, all of week ending August 1, except July 31, all of week ending August 8 except August 4, and all of week ending August 15 except August 14 when said Elliott was working at common and unskilled labor, and that said work during all of said 1533 hours and throughout said period did not require the full skill the term journeyman implies but required considerable training and experience which said Elliott had and possessed, and that said work came under the classification of intermediate grade labor payable at the rate of 75¢ per hour for which there became due and payable the sum of $1149.75, and for which Elliott was paid the sum of $766.50 only, leaving a balance unpaid of $383.25.

That all other work performed by Elliott under said contract was common and unskilled labor for which he was paid in full.

(5) That the work performed by G. E. Blanchard (28th cause of action) from and including September 19 to September 27, 1935 was that of a rough carpenter for a period of 57 hours, and that said work during all of said 57 hours and through-out said period did not require the full skill the term journeyman implies but required considerable training and experience which said Blanchard had and possessed, and that said work came under the classification of intermediate grade labor payable at the rate of 75¢ per hour, for which there became due $42.75, and for which Blanchard was paid $28.50 only, leaving a balance unpaid of $14.25.

(continued)

(5) That all other work performed by Blanchard prior to said September 15, 1935 was common and unskilled labor for which he was paid in full, and that after September 27, 1935 said Blanchard performed no work under said contract.

(6) That the work performed by E. R. Hayes (9th cause of action) in riving, David Jones (10th cause of action) in riving and in sloping, Furman McCoy (11th cause of action) in sloping, Morris Olson (12th cause of action) in sloping, Charles Peterson (13th cause of action) in bucking, Sam Hultman (20th cause of action) in sloping, Clay Isham (21st cause of action) in bucking and falling and in sloping, Arthur Hudson (25th cause of action) in falling and in sloping, George Peterson (27th cause of action) in falling and in sloping, E. W. Schirmer (33rd cause of action) in bucking and in falling, did not require considerable training and experience and under contract was that of common and unskilled labor, and for which each party was paid in full.

That any other work performed by any of said last named parties was paid in full.

(7) That the work performed by Frank L. Seward (15th cause of action) from and including September 12, 1935 to and including November 4, 1935 was that of a carpenters' foreman and supervising employee and from and including June 22, 1936 to and including August 29, 1936 that of a sub-foreman and supervising employee, and did not come under the classification of either skilled, intermediate grade or unskilled labor, and that under the contract the wage of a supervising employee could be fixed by agreement, and that such wage was fixed at 50¢ per hour for said first mentioned period of time, and at $24.00 per week for said last mentioned period of time, and paid in full for said periods.

That the work performed by Seward from and including November 4, 1935 to and including June 20, 1936 was that of a rough carpenter, and that such work throughout said period was work which did not require the full skill the term journeyman implies, but was intermediate grade labor payable at the rate of 75¢ per hour, and was paid in full for said period.

(8) That the work performed by Martin Stepnak (17th cause of action) as a cook's helper, dish washer and flunky, from and including October 20, 1935 to and including June 21, 1936 came under the classification of unskilled labor and came help, and which wage under the contract could be fixed by agreement and was fixed at $20.00 per week throughout said period while he was at work, except from April 11, 1936 it was fixed at $22.50 per week, and for all of which he was paid in full.

(9) That the work performed by Mike Dyminski (18th cause of action) from and including May 23, 1936 to and including August 23, 1936 was that of a dishwasher and flunky, and came under the classification of unskilled labor and camp help, and which wage under the contract could be fixed by agreement and was fixed at $20.00 throughout said period, and paid in full.

(10) That the work performed by D. M. McDade (24th cause of action) from and including April 11, 1936 to and including August 8, 1936 was that of a watchman, unskilled labor and camp help, and which wage under the contract could be fixed by agreement and was fixed at $20.00 per week while he was at work during said period, and was paid in full.

That any and all other labor performed by McDade under said contract was unskilled labor and paid in full.

(11) That the work performed by William Cline (31st cause of action) was that of a watchman, unskilled labor and camp help, and which wage under the contract could be fixed by agreement and was fixed at $20.00 per week throughout the period while he was at work, and was paid in full.

(12) That the relator and each claimant within one year immediately following the completion of the contract filed with the Secretary of the State of Oregon a notice in writing as required by law and containing a brief mention and description of the labor performed by such claimant, and each of said claims on which recovery is hereallowed was signed personally by the particular claimant, except claims set forth in causes of action 1 and 6, which notices were signed by H. T. Betts as attorney for said claimant, and who was such attorney.

(13) That each of the claimants assigned his claim to relator for collection only, and relator owns and holds such claim for such purpose only.

(14) That the defendants' defense of account stated as to each claimant is not sustained. That in each instance the claimant had no knowledge of the fact that defendant Leonard was required to classify and pay plaintiff or any laborer according to classifications set forth in contract, and that defendant Leonard had such knowledge and failed to communicate such to claimant.

(15) That the defendants' defense of accord and satisfaction as to each claimant is not sustained. That in each instance the claimant had no intent to settle a dispute, and had no knowledge of fact of required wage classification and scale, received only an amount of money acknowledged by defendant Leonard to be due and which was due, and received no consideration for release.

(16) That the defendants' defense of estoppel as to each claimant is not sustained. That any representation by any claimant that he was satisfied with his wage was due to ignorance of knowledge of required wage classification and scale, and resulted from the acts of defendant Leonard in failing to inform claimant of such required wage classification and scale.

(17) That $50.00 is a reasonable attorney fee to be allowed relator on the first cause of action; $75.00 on the fourth; $75.00 on the sixth; $75.00 on the nineteenth; and $50.00 on the twenty-eighth cause of action, and allowance is made in such amounts.

(18) That relator is entitled to a judgement against both defendants of $54.75, together with $50.00 attorney fee, on the first cause of action; $313.50, together with $75.00 attorney fee, on the fourth cause of action; $249.25, together with $75.00 attorney fee, on sixth cause of action; $383.25, together with $75.00 attorney fee, on nineteenth cause of action; and $14.25, together with $50.00 attorney fee, on twenty-eighth cause of action.

Prevailing counsel will prepare findings and decree accordingly.

Very truly yours,

(Signed) Joseph H. Page

Judge pro tempore

JHP:m

RECEIVED
JUN [illegible]

WPH 191-

June 2, 1938

Green & Boesman
1003 Corbett Building
Portland, Oregon

Attention: Mr. L. V. Lundburg

Gentlemen:

Reference is made to your letter of May 31st, requesting information as to the cost of copies of Contractor Charles H. Leonard's pay rolls on the Brooks-Jordan Creek Project in Tillamook County.

There are 255 pay roll sheets in our files in connection with this contract. Photostat copies of these pay rolls would cost $102.00.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by L. E. Parsons/ER

GREEN & BOESEN
LAWYERS
B. A. GREEN
CHRIS BOESEN
L. V. LUNDBURG
ASSOCIATE

ATWATER 3348

1003 CORBETT BUILDING
PORTLAND, OREGON

RECEIVED
JUN 1 - 1938
STATE HIGHWAY COMMISSION

May 31, 1938

State Highway Department
Salem, Oregon

Gentlemen:

What would it cost us to receive from your Department a copy of the reports made by Charles H. Leonard showing the time worked and the amounts paid the various workmen, with the dates thereof? Charles H. Leonard had a contract with your Department, dated September 5, 1935, for 4.17 miles of highway and road bed on the Brooks-Jordan Creek section of the Wilson River Highway in Tillamook County, Oregon. The names of the men who worked for Charles H. Leonard on this work are as follows:

G. W. Daley
P. A. Buttz
Cecil Gabie
J. E. Bell
Elmer Williams
J. N. White
J. R. Coynahan
E. F. Worthing
Eugene Laurence
L. E. Partridge
William Lindley

Charles Illingworth
M. R. Ford
Thos. W. Conner
James D. Grimes
Claud M. Day
G. E. Blanchard
Frank M. Ames
Albert Lunow
Wm. F. Lunow
Herman Moeller
Frank Begenich

WPH 101-6

Yours very truly

GREEN & BOESEN

By L. V. Lundburg

56 weeks - 255 pay roll sheets
Photostats at 40¢ $102.00

LVL:BH

RECEIVED

191-c

April 22, 1938

Platt, Henderson, Warner & Cram
Attorneys and Counselors at Law
Porter Building
Portland, Oregon

Attention: Wilber Henderson

Gentlemen:

This acknowledges your letter of April 21 requesting three copies of the State Highway Commission's contract with Charles H. Leonard for the construction of the Brooks-Jordan Creek Section of the Wilson River Highway, Contract No. 1754.

I regret that I cannot furnish you with the three copies requested as our supply of the form is extremely low. However, there is being forwarded to you today, under separate cover, one certified copy of such contract which I trust will suffice.

Very truly yours,

HBG:AM

Secretary

PLATT, HENDERSON, WARNER & CRAM
ATTORNEYS AND COUNSELORS AT LAW
PORTER BUILDING
PORTLAND, OREGON

ROBERT TREAT PLATT
WILBER HENDERSON
HAROLD J. WARNER
EDWARD T. CRAM

RECEIVED
1938

SUBJECT: CONTRACT NO. 1754
BROOKS-JORDAN CREEK SECTION, WILSON
RIVER HIGHWAY.
Charles H. Leonard.

April 21, 1938

State Highway Commission
Salem, Oregon

Gentlemen:

As you probably know, thirty-three workmen on this job have sued Charles H. Leonard and the Great American Indemnity Company claiming that they were improperly classified on the work on this job. It is necessary for us to file with our answer, copies of the contract. Will you not, therefore, furnish us at your earliest convenience, three copies of this contract?

Yours very truly,

PLATT, HENDERSON, WARNER & CRAM

By Wilber Henderson

WH:LF

ANSWERED
H. B. G.

REFERRED TO
Y SECRETARY

C prepare certified copy of contract

191-C

R Bordock

RECEIVED
JAN 3 1938
FOR FILING

C-1

December 10, 1937

Memorandum to accompany final voucher in triplicate on Oregon, U.S. Works Program Project No. WPA 191-C, covering the period August 21, 1935 to December 31, 1936, submitted in the amount of $8,368.00. The voucher has been reduced $1.00.

The voucher as submitted claims payment in the amount of $8,368.00, whereas only $8,367.00 may be allowed. Necessary corrections have been made and the voucher is being passed for payment in the amount of $8,367.00.

Division of Control

By ______________________
Asst. Chief Accountant.

ITEMS ELIMINATED

In the amount claimed for materials and supplies, there is a charge for 1 6# top maul - $1.20 - voucher No. TV 1520, which is being deducted as only the service loss during its use on the project would constitute a proper claim, and no consideration was given to salvage value of this item.

Net deduction - $1.00

RECEIVED
JUN 10 1937
FOR FILING
191-e

June 8, 1937

Henderson & Warner
Yeon Building
Portland, Oregon

Gentlemen:

In response to your request of June 7, we are mailing, under separate cover, twelve copies of the special labor provisions included in State Contract No. 1754, covering the Brooks-Jordan Creek Section, for which there will be no charge.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by M. C. Wood/GS

Mr. Wood

RECEIVED
JUN 10 1937
FOR FILING

191-C

RECEIVED
- 1937
OREGON
STATE HIGHWAY COMMISSION

LAW OFFICE
HENDERSON & WARNER
YEON BUILDING
PORTLAND, OREGON

WILBER HENDERSON
H. J. WARNER

June 7, 1937

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

In re: Contract No. 1754, Wilson River Highway,
Tillamook County. Brooks-Jordan Creek
Section. Charles H. Leonard, Contractor.

As representatives of the surety in the above matter, we have occasion to draw pleadings wherein we have a desire to incorporate a copy of the special provisions required by the Federal Government pertaining to employment of labor, etc. These provisions in our copy, are found on blue sheets numbered 1 to 12, inclusive.

It will materially minimize our stenographic problem and expedite the filing of our pleading if we can secure ten or twelve complete copies of these blue sheets to attach as exhibits to the pleading. If these are available in your office, will you please send us that many by earliest mail, together with a statement covering your charges for the same?

Thanking you for this courtesy, we are

Yours truly,

HENDERSON & WARNER

by HJWarner

Mailed 6/8/37 Ⓐ

HJW:LP

REFERRED TO
Mr. Probert
BY SECRETARY

will you please send him the copies requested
HBG

May 27, 1937

Henderson & Warner
Yeon Building
Portland, Oregon

Attention: H. J. Warner

Gentlemen:

Reply is made to your letter of the 26th instant in regard to the claim of Paul Vanderpool against Charles H. Leonard, contractor in charge of highway construction work on the Wilson River Highway in Tillamook County, being state highway contract No. 1754.

Investigation of the State Highway Commission records and files indicates that the only notice that we have had of Mr. Vanderpool's claim is that of Mr. Botts, Attorney, Tillamook, in his letter of January 8, 1937, directed to myself, a notice of which was sent to the Great American Indemnity Company on January 11, 1937. Mr. Vanderpool was mentioned in the list of claimants, his claim being in the amount of $874.50. It was followed by the accompanying note: "this claim withheld for the time being on account of death of claimant." I am unable to find a subsequent file in our records.

Whether or not notice of this claim was filed with the Secretary of State, I do not know so would suggest that you make inquiry of that office. We have a working arrangement with the Secretary of State to furnish us with all copies of claims that are filed in his office against contractors of highway construction work. This is not a legal requirement but the information is simply furnished us through courtesy so there is a possibility that a slip up may have occurred although I do not believe that has happened.

Very truly yours,

H. B. Glaisyer
Secretary

HBG:AM

LAW OFFICE
HENDERSON & WARNER
YEON BUILDING
PORTLAND, OREGON

WILBER HENDERSON
H. J. WARNER

May 26, 1937

Oregon State Highway Commission
Salem, Oregon

ATTENTION: H. B. GLAISYER, Secretary

Gentlemen:

In re: Charles H. Leonard, Contractor.
Contract Number 1754.
(Wilsonville Highway, Tillamook County).

We have before us copy of Mr. Glaisyer's letter of June 11, 1936, addressed to the Great American Indemnity Company, in care of Harvey Wells Agency, listing various claims against the contractor filed by H. T. Botts, attorney, Tillamook, Oregon.

Included in this list is the following:

"Paul Vanderpool $674.50 (Claim withheld for time being on account of death of claimant)."

Will you please advise at your earliest convenience whether or not this claim was ever formally filed, and if so, please give us a copy of the same. We make this request in behalf of the surety for whom we are attorneys.

Yours truly,

HENDERSON & WARNER

By H J Warner

HJW:P

REFERRED TO
BY SECRETARY

How about it?
HBG

RECEIVED
MAY 22 1937
FOR FILING
191-C

May 21, 1937

Mr. A. E. Hagglund
Attorney-at-Law
National Bldg.
Tillamook, Ore.

Dear sir:

Response to your inquiry of May 19, you are advised that the Charles H. Leonard contract No. 1754, Brooks-Jordan Creek Section in Tillamook County, was completed October 6, 1936.

This contract was accepted by the State Highway Commission October 17, 1936.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

JM:KR

A. E. HAGGLUND
LAWYER
ROOM 13 NATIONAL BLDG.
TILLAMOOK, OREGON

RECEIVED
2 1 1937
STATE ... COMMISSION

May 19,1937.

R.H. Baldock,
State Highway Engineer,
Salem,Oregon.

Dear Sir:

Would you kindly inform me when the Chas H. Leonard contract on the Brooks-Jordan Creek Project in Tillamook County was accepted. The work was completed sometime last fall. (this was a part ofthe Wilson River Road grading)

Yours very truly,

A E Hagglund

REFERRED TO
BY SECRE

RECEIVED
APR 21 1937
FOR FILING
191-C

#1754
x

April 20, 1937

Great American Indemnity Company
    Harvey Wells Insurance Agency
Failing Building
Portland, Oregon

Gentlemen:

We have received from H. T. Botts, Tillamook, the following duplicate notice of claim:

"NOTICE IS HEREBY GIVEN That the undersigned, Lee Gasley, has a claim against the bond taken from Chas. H. Leonard, principal, and Great American Indemnity Company, surety, covering the work of construction of the Brooks-Jordan Creek Section in the Wilson River Highway in Tillamook County, Oregon, under contract No. 1754.

"The claim of the undersigned is for a balance due for labor performed for the contractor on the above contract, and the balance claimed as owing for said work is $320.00.

Lee Gasley" (signed)

Very truly yours,

OREGON STATE HIGHWAY COMMISSION
By

Secretary

MHL

cc - Chas. H. Leonard

April 20, 1937

Mr. H. T. Botts
Tillamook, Oregon

Dear Sir:

This acknowledges receipt of your letter of April 17, enclosing duplicate notice of the claim of Lee Geeley in the amount of $520.00 against Chas. H. Leonard, principal, and Great American Indemnity Company, surety, under contract No. 1754, covering construction of the Brooks-Jordan Creek Section of the Wilson River Highway, in Tillamook County.

The contractor and his surety will be notified of this filing of duplicate claim.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION
By

Secretary

RBL

LAW OFFICES OF
H. T. Botts
PHONE 26
TILLAMOOK, OREGON

April 17, 1937.

State Highway Commission,
Salem, Oregon.

Gentlemen:

I enclose herewith notice of claim of Lee Gaeley for $320.00 against Chas. H. Leonard, principal, and Great American Indemnity Company, the surety, under contract No. 1754 covering construction of the Brooks-Jordan Creek section in Wilson River Highway, Tillamook County.

A notice has already been sent as to this claim but I have not been entirely satisfied with the form so am sending this as a duplicate.

Yours very truly,

H. T. Botts.

HTB:VR
Encl.

LAW OFFICES OF
H. T. Botts
PHONE 56
TILLAMOOK, OREGON

March 26, 1937.

[illegible] 1937

To
The State of Oregon,

To
Earl Snell, Secretary of State
of the State of Oregon,

And To
The State Highway Commission
of the State of Oregon,
Salem, Oregon.

NOTICE IS HEREBY GIVEN That the undersigned Lee Gaeley has a claim against the bond taken from Chas. H. Leonard, principal, and Great American Indemnity Company, surety, convering the work of construction of the Brooks-Jordan Creek section in the Wilson River Highway in Tillamook County, Oregon, under contract No. 1754.

The claim of the undersigned is for a balance due for labor performed for the contractor on the above contract, and the balance claimed as owing for said work is $320.00.

#1754

RECEIVED
APR 17 1937
FOR FILING

191-C

April 16, 1937

GREAT AMERICAN INDEMNITY COMPANY
c/o Harvey Wells Insurance Agency
Failing Building
Portland, Oregon

Gentlemen:

We have today received from Mr. H. T. Botts, Lawyer, Tillamook, Oregon, duplicate notices of claims heretofore filed by him against Chas. H. Leonard, principal, and yourselves as surety, under Contract No. 1754, covering construction of the Brooks-Jordan Creek Section of the Wilson River Highway, in Tillamook County, by the following persons in the amounts set opposite their names.

Jack Reynolds	$180.00
Frank L. Frye	160.00
Martin Stepnak	850.00
RaleightCarroll	70.00

These claims are for a balance due for labor performed for the contractor on the above contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION
By

Secretary

MDL

cc - Chas. H. Leonard

April 16, 1937

Mr. H. T. Botts
Tillamook
Oregon

Dear Mr. Botts:

This acknowledges receipt of your letter of April 15, enclosing duplicate notices of claim against Chas. H. Leonard, principal, and Great American Indemnity Company, Surety, under Contract No. 1754, covering construction of the Brooks-Jordan Creek Section of the Wilson River Highway, Tillamook County, by the following persons in the amounts set opposite their names:

Jack Reynolds,	$180.00
Frank L. Frye,	160.00
Martin Stepnak,	830.00
Raleigh Carroll,	70.00

We are informing the contractor and his surety of the receipt of these duplicate notices.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION
By

Secretary

MBL

LAW OFFICES OF
H. T. Botts
PHONE 26
TILLAMOOK, OREGON

April 15, 1937.

APR 16 1937

State Highway Commission,
Salem, Oregon.

Gentlemen:

I enclose herewith notices of claims against Chas. H. Leonard, principal, and Great American Indemnity, the surety, under contract No. 1754 covering construction of the Brooks-Jordan Creek section in Wilson River Highway, Tillamook County, as follows: Jack Reynolds, $180.00, Frank L. Frye, $160.00, Martin Stepnak, $830.00, Raleigh Carroll, $70.00.

Notices have already been sent as to these but I have not been entirely satisfied with the form so am sending these as duplicates.

Yours very truly,

H. T. Botts

H. T. Botts.

HTB:VT
Encls.

LAW OFFICES OF
H. T. Botts
PHONE 26
TILLAMOOK, OREGON

March 26, 1937.

APR 1[illegible] 1937

To
The State of Oregon,

To Earl Snell, Secretary of State
of the State of Oregon,

And To
The State Highway Commission
of the State of Oregon,
Salem, Oregon.

NOTICE IS HEREBY GIVEN That the undersigned Jack Reynolds has a claim against the bond taken from Chas. H. Leonard, principal, and Great American Indemnity Company, surety, covering the work of construction of the Brooks-Jordan Creek section in the Wilson River Highway in Tillamook County, Oregon, under contract No. 1754.

The claim of the undersigned is for a balance due for labor performed for the contractor on the above contract, and the balance claimed as owing for said work is $180.00.

Jack Reynolds

LAW OFFICES OF

H. T. Botts

PHONE 26

TILLAMOOK, OREGON

March 26, 1937.

APR 16 1937

To
The State of Oregon,

To Earl Snell, Secretary of State
of the State of Oregon,

And To
The State Highway Commission
of the State of Oregon,
Salem, Oregon.

NOTICE IS HEREBY GIVEN That the undersigned Frank L. Frye has a claim against the bond taken from Chas. H. Leonard, principal, and Great American Indemnity Company, surety, covering the work of construction of the Brooks-Jordan Creek section in the Wilson River Highway in Tillamook County, Oregon, under contract No. 1754.

The claim of the undersigned is for a balance due for labor performed for the contractor on the above contract, and the balance claimed as owing for said work is $160.00.

Frank L. Frye

LAW OFFICES OF
H. T. Botts
PHONE 26
TILLAMOOK, OREGON

March 26, 1937.

To
The State of Oregon,

To
Earl Snell, Secretary of State
of the State of Oregon,

And To
The State Highway Commission
of the State of Oregon,
Salem, Oregon.

NOTICE IS HEREBY GIVEN That the undersigned Martin Stepnak has a claim against the bond taken from Chas. H. Leonard, principal, and Great American Indemnity Company, surety, covering the work of construction of the Brooks-Jordan Creek section in the Wilson River Highway in Tillamook County, Oregon, under contract No. 1754.

The claim of the undersigned is for a balance due for labor performed for the contractor on the above contract, and the balance claimed as owing for said work is $830.00.

Martin Stepnak

LAW OFFICES OF
H. T. Botts
PHONE 26
TILLAMOOK, OREGON

March 26, 1937.

APR 16 1937

To
The State of Oregon,

To
Earl Snell, Secretary of State
of the State of Oregon,

And To
The State Highway Commission
of the State of Oregon,
Salem, Oregon.

NOTICE IS HEREBY GIVEN That the undersigned Raleigh Carroll has a claim against the bond taken from Chas. H. Leonard, principal, and Great American Indemnity Company, surety, covering the work of construction of the Brooks-Jordan Creek section in the Wilson River Highway in Tillamook County, Oregon, under contract No. 1754.

The claim of the undersigned is for a balance due for labor performed for the contractor on the above contract, and the balance claimed as owing for said work is $70.00.

#1754

RECEIVED
MAR 31 1937
FOR FILING

171-C

March 30, 1937

Honorable Earl Snell
Secretary of State
BUILDING

Dear Sir:

This acknowledges receipt of your letter of March 29 with attached copies of notice of claim which have been filed by the following against the bond taken from Charles H. Leonard in connection with State Highway Commission Contract No. 1754 which was awarded to Mr. Leonard for construction on the Brooks-Jordan Section of the Wilson River Highway in Tillamook County:

G. W. Daley	$ 60.00
P. A. Butts	92.80
Cecil Gabie	81.60
J. E. Bell	95.20
Elmer Williams	110.00
J. N. White	285.60
J. R. Coynaham	108.00
Emery F. Worthing	108.00
Eugene Lawrence	100.00
William Lindley	93.75
L. E. Partridge	25.25
Chas. Illingworth	100.50
M. R. Ford	50.00
Thos. W. Conner	120.00
James Grimes	116.00
Claud M. Day	80.00
G. E. Blanchard	336.00
Frank M. Ames	118.60
Albert Lunow	134.25
Wm. F. Lunow	124.75
Herman Moeller	50.50

In accordance with our usual practice we are today sending copies of this notice to the contractor and the surety.

Very truly yours,

H. B. Glaisyer
Secretary

HBG:AM

March 30, 1937

Great American Indemnity Company
Harvey Wells Insurance Agency
Failing Building
Portland, Oregon

Gentlemen:

The State Highway Commission has today received from Honorable Earl Snell, Secretary of State, the following claims against Contractor Charles H. Leonard for labor and services in connection with the construction of the Brooks-Jordan Creek Section of the Wilson River Highway in Tillamook County, State Highway Commission Contract No. 1754:

G. W. Daley	$60.00
P. A. Butts	92.80
Cecil Sabie	81.60
J. E. Bell	95.20
Elmer Williams	110.00
J. M. White	285.60
J. R. Coynahan	108.00
Emery F. Worthing	108.00
Eugene Lawrence	100.00
William Lindley	93.75
L. E. Partridge	25.25
Chas. Illingworth	100.50
M. R. Ford	50.00
Thos. W. Conner	120.00
James Grimes	116.00
Claud M. Day	80.00
G. E. Blanchard	336.00
Frank M. Ames	118.60
Albert Lunow	134.25
Wm. F. Lunow	124.75
Herman Moeller	150.50

A copy of this claim is inclosed for your information. This is being sent to you inasmuch as you appear as surety on the bond furnished by Charles Leonard in connection with this job.

Very truly yours,

H. B. Glaisyer
Secretary

HBG:AM
incl. cc - Chas. H. Leonard

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

RECEIVED
MAR 30 1937

March 29, 1937

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. [illegible] B. [illegible], Secretary

There are enclosed for your information and files three copies each of notices of claim against the bond taken from Charles [illegible] [illegible], principal, and Great American Indemnity Company, surety, for work on the Wilson River Highway and filed in this office on March 25th as follows:

G. W. [illegible]	$60.00
P. A. Butt[illegible]	[illegible]
Cecil [illegible]	51.60
J. [illegible]	95.20
Elmer Williams	110.00
J. [illegible]	[illegible]
J. [illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
Chas. [illegible]	103.50
[illegible]	50.00
[illegible] Conner	[illegible]
James [illegible]	[illegible]
[illegible]	90.00
G. [illegible]	[illegible]
[illegible]	[illegible]
Albert [illegible]	[illegible]
Wm. P. [illegible]	[illegible]
[illegible]	[illegible]

✓

Please acknowledge receipt of the copies in order to complete our files.

Yours very truly,

Earl Snell
Secretary of State

S:B

enc. 63

State of Oregon
Care Secretary of State
Salem, Oregon

Notice is hereby given that the undersigned, Elmer Williams, has a claim for labor and services furnished in the sum of $110.00 against the bond taken from Charles H. Leonard, principal, and Great American Indemnity Company, surety, for the construction of the Wilson River Highway.

ELMER WILLIAMS
Address: 1003 Corbett Building
Portland, Oregon

Endorsed: File No. 2660
Filed March 25, 1937
EARL SNELL
Secretary of State

COPY

State of Oregon
Care Secretary of State
Salem, Oregon

Notice is hereby given that the undersigned, J. E. Bell, has a claim for labor and services furnished in the sum of $95.20 against the bond taken from Charles H.Leonard, principal, and Great American Indemnity Company, surety, for the construction of the Wilson River Highway.

J. E. BELL

By L. V. Lundburg, his Atty.

Address: 1003 Corbett Building
Portland, Oregon

Endorsed: File No. 2661
Filed March 25, 1937
EARL SNELL
Secretary of State

State of Oregon
Care Secretary of State
Salem, Oregon

Notice is hereby given that the undersigned, William Lindley, has a claim for labor and services furnished in the sum of $93.75 against the bond taken from Charles H. Leonard, principal, and Great American Indemnity Company, surety, for the construction of the Wilson River Highway.

WILLIAM LINDLEY

Address: 1003 Corbett Building
Portland, Oregon

Endorsed: File No. 2654
Filed March 25, 1937
EARL SNELL
Secretary of State

State of Oregon
Care Secretary of State
Salem, Oregon

Notice is hereby given that the undersigned, G.E.Blanchard, has a claim for labor and services furnished in the sum of about $336.00 against the bond taken from Charles H. Leonard, principal, and Great American Indemnity Company, surety, for the construction of the Wilson River Highway.

G. E. BLANCHARD

Address: 1003 Corbett Building
Portland, Oregon

worked from the latter part of Sept to Dec 20

Endorsed: File No. 2648
Filed March 25, 1937
EARL SNELL
Secretary of State

State of Oregon
Care Secretary of State
Salem, Oregon

Notice is hereby given that the undersigned, Cecil Gabie, has a claim for labor and services furnished in the sum of $81.60 against the bond taken from Charles H. Leonard, principal, and Great American Indemnity Company, surety, for the construction of the Wilson River Highway.

CECIL GABIE

Address: 1003 Corbett Building
Portland, Oregon

Endorsed: File No. 2662
Filed March 25, 1937
EARL SNELL
Secretary of State

State of Oregon
Care Secretary of State
Salem, Oregon

Notice is hereby given that the undersigned, P. A. Buttz, has a claim for labor and services furnished in the sum of $92.80 against the bond taken from Charles H. Leonard, principal, and Great American Indemnity Company, surety, for the construction of the Wilson River Highway.

P. A. BUTTZ

Address: 1003 Corbett Building
Portland, Oregon

Endorsed: File No. 2663
Filed March 25, 1937
EARL SNELL, Secretary of State

State of Oregon
Care Secretary of State
Salem, Oregon

Notice is hereby given that the undersigned, M.R. Ford, has a claim for labor and services furnished in the sum of $50.00 against the bond taken from Charles H. Leonard, principal, and Great American Indemnity Company, surety, for the construction of the Wilson River Highway.

M. R. FORD

Address: 1003 Corbett Building
Portland, Oregon

Endorsed: File No. 2652
Filed March 25, 1937
EARL SNELL
Secretary of State

State of Oregon
Care Secretary of State
Salem, Oregon

Notice is hereby given that the undersigned, G. W. Daley, has a claim for labor and services furnished in the sum of $60 against the bond taken from Chas. H. Leonard, principal, and Great American Indemnity Company, surety, for the construction of the Wilson River Highway.

G. W. DALEY
Address: 1003 Corbett Building
Portland, Oregon

Endorsed: File No. 2643
Filed March 25, 1937
EARL SNELL
Secretary of State

State of Oregon
Care Secretary of State
Salem, Oregon

Notice is hereby given that the undersigned, Herman Moeller, has a claim for labor and services furnished in the sum of $50.50 against the bond taken from Chas. H. Leonard, principal, and Great American Indemnity Company, surety, for the construction of the Wilson River Highway.

HERMAN MOELLER
Address: 1003 Corbett Building
Portland, Oregon

Endorsed: File No. 2644
Filed March 25, 1937
EARL SNELL,
Secretary of State

State of Oregon
Care Secretary of State
Salem, Oregon

Notice is hereby given that the undersigned, Wm. F. Lunow, has a claim for labor and services furnished in the sum of $124.75 against the bond taken from Charles H. Leonard, principal, and Great American Indemnity Company, surety, for the construction of the Wilson River Highway.

WM. F. LUNOW

Address: 1003 Corbett Building
Portland, Oregon

Endorsed: File No. 2645
Filed March 25, 1937
EARL SNELL
Secretary of State

State of Oregon
Care Secretary of State
Salem, Oregon

Notice is hereby given that the undersigned, J. R. Coynahan, has a claim for labor and services furnished in the sum of $108.00 against the bond taken from Charles H. Leonard, principal, and Great American Indemnity Company, surety, for the construction of the Wilson River Highway.

J. R. COYNAHAN

By L.V. Lundburg, his Atty

Address: 1003 Corbett Building
Portland, Oregon

Endorsed: File No. 2658
Filed March 25, 1937
EARL SNELL
Secretary of State

State of Oregon
Care Secretary of State
Salem, Oregon

Notice is hereby given that the undersigned, L. E. Partridge, has a claim for labor and services furnished in the sum of $25.25 against the bond taken from Charles H. Leonard, principal, and Great American Indemnity Company, surety, for the construction of the Wilson River Highway.

L. E. PARTRIDGE

Address: 1003 Corbett Building
Portland, Oregon

Endorsed: File No. 2655
Filed March 25, 1937
EARL SNELL
Secretary of State

State of Oregon
Care Secretary of State
Salem, Oregon

Notice is hereby given that the undersigned, J. N. White, has a claim for labor and services furnished in the sum of $285.60/100 against the bond taken from Charles H. Leonard, principal, and Great American Indemnity Company, surety, for the construction of the Wilson River Highway.

J. N. WHITE

Address: 1003 Corbett Building
Portland, Oregon

Endorsed: File No. 2659
Filed March 25, 1937
EARL SNELL
Secretary of State

COPY

State of Oregon
Care Secretary of State
Salem, Oregon

Notice is hereby given that the undersigned, Chas. Illingworth, has a claim for labor and services furnished in the sum of $100.50 against the bond taken from Charles H. Leonard, principal, and Great American Indemnity Company, surety, for the construction of the Wilson River Highway.

Chas. Illingworth

Address: 1003 Corbett Building
Portland, Oregon

Endorsed: File No. 2653
Filed March 25, 1937
EARL SNELL
Secretary of State

State of Oregon
Care Secretary of State
Salem, Oregon

Notice is hereby given that the undersigned, Albert Lunow, has a claim for labor and services furnished in the sum of $134.25 against the bond taken from Charles M. Leonard, principal, and Great American Indemnity Company, surety, for the construction of the Wilson River Highway.

ALBERT LUNOW

Address: 1003 Corbett Building
Portland, Oregon

Endorsed: File No. 2646
Filed March 25, 1937
EARL SNELL
Secretary of State

State of Oregon
Care Secretary of State
Salem, Oregon

Notice is hereby given that the undersigned, Frank M. Ames, has a claim for labor and services furnished in the sum of $118.60 against the bond taken from Charles H. Leonard, principal, and Great American Indemnity Company, surety, for the construction of the Wilson River Highway.

FRANK M. AMES

Address: 1003 Corbett Building
Portland, Oregon

Endorsed: File No. 2647
Filed March 25, 1937
EARL SNELL
Secretary of State

State of Oregon
Care Secretary of State
Salem, Oregon

Notice is hereby given that the undersigned, Claud M. Day, has a claim for labor and ser vices furnished in the sum of $80.00 against the bond taken from Charles H. Leonard, principal, and Great American Indemnity Company, surety, for the construction of the Wilson River Highway.

CLAUD M. DAY
Address: 1003 Corbett Building
Portland, Oregon

Endorsed: File No. 2649
Filed March 25, 1937
EARL SNELL
Secretary of State

State of Oregon
Care Secretary of State
Salem, Oregon

Notice is hereby given that the undersigned, James D. Grimes, has a claim for labor and services furnished in the sum of $116.00 against the bond taken from Charles H. Leonard, principal, and Great American Indemnity Company, surety, for the construction of the Wilson River Highway.

JAMES GRIMES

Address: 1003 Corbett Building
Portland, Oregon

Endorsed: File No. 2650
Filed March 25, 1937
EARL SNELL
Secretary of State

COPY

State of Oregon
Care Secretary of State
Salem, Oregon

Notice is hereby given that the undersigned, Thos. W. Conner, has a claim for labor and services furnished in the sum of $120.00 against the bond taken from Charles H. Leonard, principal, and Great American Indemnity Company, surety, for the construction of the Wilson River Highway.

THOS. W. CONNER

Address: 1003 Corbett Building
Portland, Oregon

Endorsed: File No.2651
Filed March 25, 1937
EARL SNELL
Secretary of State

State of Oregon
Care Secretary of State
Salem, Oregon

Notice is hereby given that the undersigned, Eugene Lawrence, has a claim for labor and services furnishedin the sum of $100.00 against the bond taken from Charles H. Leonard, principal, and Great American Indemnity Company, surety, for the construction of the Wilson River Highway.

EUGENE LAWRENCE

Address: 1003 Corbett Building
Portland, Oregon

Endorsed: File No. 2656
Filed March 25, 1937
EARL SNELL
Secretary of State

State of Oregon
Care Secretary of State
Salem, Oregon

Notice is hereby given that the undersigned, Emery F. Worthing, has a claim for labor and services furnished in the sum of $108.00 against the bond taken from Chas. H. Leonard, principal, and Great American Indemnity Company, surety, for the construction of the Wilson River Highway.

EMERY F. WORTHING

Address: 1003 Corbett Building
Portland, Oregon

Endorsed: File No. 2657
Filed March 25, 1937
EARL SNELL
Secretary of State

RECEIVED
MAR 19 1937
FOR FILING
191-c

#1754

March 18, 1937

Honorable Earl Snell
Secretary of State
BUILDING

Dear Sir:

This acknowledges receipt of your letter of March 17 with attached copies of notice of claim which has been filed by Arthur E. Cook against the bond taken by Charles H. Leonard in connection with State Highway Commission Contract No. 1754 which was awarded to Mr. Leonard for construction of the Brooks-Jordan Creek Section of the Wilson River Highway in Tillamook County.

In accordance with our usual practice we are today sending copies of this notice to the contractor and the surety.

Very truly yours,

H. B. Glaisyer
Secretary

HBG:AM

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

RECEIVED
MAR 18 1937
ST... COMMISSION

March 17, 1937

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

There are enclosed for your information and files three copies of an amended notice of claim by Arthur E. Cook for $1249.70 against the bond taken from Chas. H. Leonard, principal, and Great American Indemnity Company, surety, for work on the Brooks-Jordan Creek Section of the Wilson River Highway, contract No. 1754, which was received today from H. T. Botts, Tillamook, Oregon.

Please acknowledge receipt of the copies in order to complete our files.

Yours very truly,

Earl Snell
Secretary of State

S FM
encs. 3

March 18, 1937

Great American Indemnity Company
Harvey Wells Insurance Agency
Failing Building
Portland, Oregon

Gentlemen:

Attached is a copy of an amended notice received from Earl Snell, Secretary of State, advising of the claim of Arthur E. Cook against the bond furnished by Charles H. Leonard in connection with State Highway Commission Contract No. 1754 covering construction on the Brooks-Jordan Creek Section of the Wilson River Highway in Tillamook County. This claim amounts to $1249.70 and represents labor furnished the contractor.

This information is given you inasmuch as you appear as surety on the bond involved.

Very truly yours,

H. B. Glaisyer
Secretary

AM

cc - Charles H. Leonard
Albany, Oregon

Law Offices of

H. T. BOTTS

Tillamook, Oregon

March 16, 1937.

To
The State of Oregon,

To
Earl Snell, Secretary of State
of the State of Oregon,

And To
The State Highway Commission
of the State of Oregon,
Salem, Oregon.

NOTICE IS HEREBY GIVEN That the undersigned Arthur E. Cook has a claim against the bond taken from Chas. H. Leonard, principal, and Great American Indemnity Company, surety, covering the work of construction of the Brooks-Jordan Creek section in the Wilson River Highway in Tillamook, County, Oregon, under contract No. 1754.

The claim of the undersigned is for a balance due for labor performed for the contractor on the above contract, and the balance claimed as owing for said work is $1249.70.

This notice is to amend and supersede notice of December 9, 1936.

ARTHUR E. COOK

Endorsed: File No. 2635
Filed March 17, 1937
EARL SNELL
Secretary of State

#1754

RECEIVED
MAR 18 1937
FOR FILING

191-e

March 17, 1937

Mr. H. T. Botts
Lawyer
Tillamook, Oregon

Dear Sir:

This acknowledges receipt of your letter of March 16, 1937, advising of the claim of Arthur E. Cook against Contractor Charles H. Leonard, State Highway Commission Contract No. 1754, for construction on a part of the Wilson River Highway in Tillamook County.

We are today sending a copy of this notice to the surety company and the contractor.

Very truly yours,

H. B. Glaisyer
Secretary

AM

March 17, 1937

Great American Indemnity Company
Harvey Wells Insurance Agency
Failing Building
Portland, Oregon

Gentlemen:

We are attaching a copy of an amended notice of the claim of Arthur E. Cook against the bond furnished by Charles H. Leonard in connection with State Highway Commission Contract No. 1754 covering grading on the Brooks-Jordan Creek Section of the Wilson River Highway in Tillamook County. This claim amounts to $1249.70 and represents the balance due for labor performed.

This information is given you inasmuch as you appear as surety on the bond involved.

Very truly yours,

H. B. Glaisyer
Secretary

HBG:AM

incl.

cc - Charles H. Leonard
Albany, Oregon

LAW OFFICES OF
H. T. Botts
PHONE 26
TILLAMOOK, OREGON

March 16, 1937.

H. B. Glaisyer, Secretary,
State Highway Commission,
Salem, Oregon.

Dear Sir:

I enclose herewith amended notice of claim for Arthur E. Cook against Chas. H. Leonard, contractor with the State Highway Commission under contract No. 1754 for the construction of a part of the Wilson River Highway in Tillamook County, Oregon.

This notice is given in accordance with Section 67-1101, Oregon Code, as amended, for the purpose of preserving rights against the contractor's surety, the Great American Indemnity Company.

Yours very truly,

H. T. Botts.

HTB:VR
Encl.

LAW OFFICES OF
H. T. Botts
PHONE 20
TILLAMOOK, OREGON

March 16, 1937.

To
The State of Oregon,

To
Earl Snell, Secretary of State
of the State of Oregon,

And To
The State Highway Commission
of the State of Oregon,
Salem, Oregon.

NOTICE IS HEREBY GIVEN That the undersigned Arthur E. Cook has a claim against the bond taken from Chas. H. Leonard, prinsipal, and Great American Indemnity Company, surety, covering the work of construction of the Brooks-Jordan Creek section in the Wilson River Highway in Tillamook County, Oregon, under contract No. 1754.

The claim of the undersigned is for a balance due for labor performed for the contractor on the above contract, and the balance claimed as owing for said work is $1249.70.

This notice is to amend and supersede notice of December 9, 1936.

Arthur E. Cook.

#1754

RECEIVED
MAR 5 1937
FOR FILING

191-C

March 5, 1937

GREAT AMERICAN INDEMNITY COMPANY
c/o Harvey Wells Insurance Agency
Failing Building
Portland, Oregon

Gentlemen:

We have today received from the Secretary of State three copies each of notices of claim filed by the persons listed below in the amounts set opposite their names against Chas. H. Leonard, contractor, and your company, as his surety, for work performed in connection with the construction of the Brooks-Jordan Creek Section of the Wilson River Highway, being State Highway Commission contract No. 1754:

Geo. W. Smith	$ 72.70
Thomas Lowdell	52.75
William F. Cline	320.00
E. W. Schirmer	50.00

We are sending you and the contractor each a set of these notices, for your information.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION
By

Secretary

[illegible]

cc - Chas. H. Leonard
1140 W. 12th St.
Albany, Oregon

Encl.

March 5, 1937

Hon. Earl Snell
Secretary of State
BUILDING

Dear Sir:

This acknowledges receipt of your letter of March 3, enclosing three copies each of notices of claim against the bond taken from Chas. H. Leonard, principal, and Great American Indemnity Company, surety, for work on the Brooks-Jordan Creek Section of the Wilson River Highway, contract No. 1754, as follows:

Geo. W. Smith	$ 72.70
Thomas Lowdell	32.75
William F. Cline	320.00
E. W. Schirmer	50.00

We are forwarding copies to the contractor and his surety.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION
By

Secretary

MBL

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

[illegible] MAR [illegible] 37
[illegible] ON

March 3, 1937

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H.B. Glaisyer, Secretary

There are enclosed for your information and files three copies each of notices of claim against the bond taken from Chas. H. Leonard, principal, and Great American Indemnity Company, surety, for work on the Brooks-Jordan Creek Section of the Wilson River Highway, contract No. 1754, executed as follows:

Geo. W. Smith	$72.70
Thomas Lowdell	32.75
William F. Cline	320.00
E.W. Schirmer	50.00

Please acknowledge receipt of the copies.

Yours very truly,

Earl Snell
Secretary of State

S:FM
encs. 12

COPY

Law Offices of

H. T. BOTTS

Tillamook, Oregon

February 10, 1937.

To
The State of Oregon,

To
Earl Snell, Secretary of State
of the State of Oregon,

And To
The State Highway Commission
of the State of Oregon
Salem, Oregon.

NOTICE IS HEREBY GIVEN That the undersighed William F. Cline has a claim against the bond taken from Chas. H. Leonard, principal, and Great American Indemnity Company, surety, covering the work of construction of the Brooks-Jordan Creek section in the Wilson River Highway in Tillamook County, Oregon, under contract No. 1754.

The claim of the undersigned is for a balance due for labor performed for the contractor on the above contract, and the balance claimed as owing for said work is $320.00.

WILLIAM F. CLINE

Endorsed: File No. 2641
Filed March 3, 1937
EARL SNELL
Secretary of State

Law Offices of
H. T. BOTTS
Tillamook, Oregon

March 1, 1937.

To
The State of Oregon,

To
Earl Snell, Secretary of State
of the State of Oregon,

And To
The State Highway Commission
of the State of Oregon,
Salem, Oregon.

NOTICE IS HEREBY GIVEN That the undersigned Thomas Lowdell has a claim against the bond taken from Chas. H. Leonard, principal, and Great American Indemnity Company, surety, covering the work of construction of the Brooks-Jordan Creek section in the Wilson River Highway in Tillamook County, Oregon, under contract No. 1754.

The claim of the undersigned is fof a balance due for labor performed for the contractor on the above contract, and the balance claimed as owing for said work is $32.75.

THOMAS LOWDELL

Endorsed: File No. 2640
Filed March 3, 1937
EARL SNELL
Secretary of State

COPY

Law Offices of
H. T. BOTTS
Tillamook, Oregon

January 29, 1937.

To
The State of Oregon,

To
Earl Snell, Secretary of State
of the State of Oregon,

And To
The State Highway Commission
of the State of Oregon,
Salem, Oregon.

NOTICE IS HEREBY GIVEN That the undersigned George W. Smith has a claim against the bond taken from Chas. H. Leonard, principal, and Great American Indemnity Company, surety, covering the work of construction of the Brooks-Jordan Creek section in the Wilson River Highway in Tillamook County, Oregon, under contract No. 1754.

The claim of the undersigned is for a balance due for labor performed for the contractor on the above contract, and the balance claimed as owing for said work is $72.70.

GEO. W. SMITH

Endorsed: File No. 2639
Filed March 3, 1937
EARL SNELL
Secretary of State

(COP

Law Offices of

H. T. BOTTS

Tillamook, Oregon

January 23, 1937.

To
The State of Oregon,

To
Earl Snell, Secretary of State
of the State of Oregon,

And To
The State Highway Commission
of the State of Oregon,
Salem, Oregon.

NOTICE IS HEREBY GIVEN That the undersigned E.W. Schirmer has a claim against the bond taken from Chas. H. Leonard, principal, and Great American Indemnity Company, surety, covering the work of construction of the Brooks-Jordan Creek section in the Wilson River Highway in Tillamook County, Oregon, under contract No. 1754.

The claim of the undersigned is for a balance due for labor performed for the contractor on the above contract, and the balance claimed as owing for said work is $50.00.

E. W. SCHIRMER

Endorsed: File No. 2642
Filed March 3, 1937
EARL SNELL
Secretary of State

#1754

RECEIVED
MAR 4 1937
FOR FILING
191-C

March 3, 1937.

Mr. E. T. Botts
Tillamook, Oregon

Dear Sir :

Acknowledgement is made of the receipt of your letter of March 1, enclosing four notices of claims against Chas. H. Leonard, contractor with the State Highway Commission under Contract No. 1754 for the construction of a portion of the Wilson River Highway in Tillamook County, Oregon, as follows:

E. W. Schirmer, claim for	$30.00
Wm. F. Cline	320.00
Thomas Lowdell	32.75
Geo. W. Smith	72.70

Notice of these claims will be sent to the contractor and to the surety on his bond.

Very truly yours,

Secretary

MBL

March 3, 1937.

GREAT AMERICAN INDEMNITY COMPANY
c/o Harvey Wells Insurance Agency
Failing Building
Portland, Oregon

Dear Sir:

We have today received from Mr. H. T. Botts, Attorney, Tillamook, Oregon, notice of four claims against Charles H. Leonard, contractor with the State Highway Commission under Contract No. 1754 for the construction of a portion of the Wilson River Highway in Tillamook County.

The claims are for a balance due for labor performed under the above contract, and are as follows:

E. W. Schirmer	$50.00
William F. Cline	$20.00
Thomas Lowdell	32.75
Geo. W. Smith	72.70

This notice is being sent to you as surety on the bond furnished by the contractor, and a copy of this notice is being sent to the contractor also.

Very truly yours,

Secretary

MBL

cc - Chas. H. Leonard

LAW OFFICES OF
H. T. Botts
PHONE 26
TILLAMOOK, OREGON

March 1, 1937.

H. B. Glaisyer, Secretary,
State Highway Commission,
Salem, Oregon.

Dear Mr. Glaisyer:

I enclose herewith four notices of claims against Chas. H. Leonard, contractor with the State Highway Commission under contract No. 1754 for the construction of a part of the Wilson River Highway in Tillamook County, Oregon.

These notices are given in accordance with Section 67-1101, Oregon Code, as amended for the purpose of preserving rights against the contractor's surety, the Great American Indemnity Company.

The claims are as follows: E. W. Schirmer for $50.00, William F. Cline for $320.00, Thomas Lowdell for $32.75, and Geo. W. Smith for $72.70.

Yours very truly,

H. T. Botts.

HTB:VR
Encls.

LAW OFFICES OF
H. T. Botts
PHONE 26
TILLAMOOK, OREGON

January 29, 1937.

To
The State of Oregon,

To
Earl Snell, Secretary of State
of the State of Oregon,

And To
The State Highway Commission
of the State of Oregon,
Salem, Oregon.

NOTICE IS HEREBY GIVEN That the undersigned George W. Smith has a claim against the bond taken from Chas. H. Leonard, principal, and Great American Indemnity Company, surety, covering the work of construction of the Brooks-Jordan Creek section in the Wilson River Highway in Tillamook County, Oregon, under contract No. 1754.

The claim of the undersigned is for a balance due for labor performed for the contractor on the above contract, and the balance claimed as owing for said work is $72.70.

Geo W Smith

LAW OFFICES OF
H. T. Botts
PHONE 26
TILLAMOOK, OREGON

January 23, 1937.

To
The State of Oregon,

To
Earl Snell, Secretary of State
of the State of Oregon,

And To
The State Highway Commission
of the State of Oregon,
Salem, Oregon.

NOTICE IS HEREBY GIVEN That the undersigned E. W. Schirmer has a claim against the bond taken from Chas. H. Leonard, principal, and Great American Indemnity Company, surety, covering the work of construction of the Brooks-Jordan Creek section in the Wilson River Highway in Tillamook County, Oregon, under contract No. 1754.

The claim of the undersigned is for a balance due for labor performed for the contractor on the above contract, and the balance claimed as owing for said work is $50.00.

E. W. Schirmer

LAW OFFICES OF
H. T. Botts
PHONE 26
TILLAMOOK, OREGON

February 10, 1937.

To
The State of Oregon,

To
Earl Snell, Secretary of State
of the State of Oregon,

And To
The State Highway Commission
of the State of Oregon,
Salem, Oregon.

NOTICE IS HEREBY GIVEN That the undersigned William F. Cline has a claim against the bond taken from Chas. H. Leonard, principal, and Great American Indemnity Company, surety, covering the work of construction of the Brooks-Jordan Creek section in the Wilson River Highway in Tillamook County, Oregon, under contract No. 1754.

The claim of the undersigned is for a balance due for labor performed for the contractor on the above contract, and the balance claimed as owing for said work is $320.00.

William F. Cline

LAW OFFICES OF
H. T. Botts
PHONE 26
TILLAMOOK, OREGON

March 1, 1937.

To
The State of Oregon,

To
Earl Snell, Secretary of State
of the State of Oregon,

And To
The State Highway Commission
of the State of Oregon,
Salem, Oregon.

NOTICE IS HEREBY GIVEN That the undersigned Thomas Lowdell has a claim against the bond taken from Chas. H. Leonard, principal, and Great American Indemnity Company, surety, covering the work of construction of the Brooks-Jordan Creek section in the Wilson River Highway in Tillamook County, Oregon, under contract No. 1754.

The claim of the undersigned is for a balance due for labor performed for the contractor on the above contract, and the balance claimed as owing for said work is $32.75.

Thomas Lowdell

#1754

RECEIVED
FEB 26 1937
FOR FILING

191-C

February 25, 1937

Great American Indemnity Company
Harvey Wells Insurance Agency, Agents
Failing Building
Portland, Oregon

Gentlemen:

You are hereby notified that State Highway Contract No. 1754 for the construction of the Brooks-Jordan Creek Section of the Wilson River Highway in Tillamook County has been completed by the contractor, Chas. H. Leonard, and that final settlement will be made by the State with said contractor for work done under this contract, on or after March 6, 1937.

The State has been advised of many claims for labor against this contractor, all of which you have also been notified. The State assumes no responsibility for those claims or for any claims which may be filed against this contract.

This notice is served upon you as you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information, we wish to advise that the total amount paid the above contractor in connection with this contract will be $197,191.82, including the final payment. Of this amount $914.76 was for force account.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

JM:CE

RECEIVED
JAN 29 1937
FOR FILING

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREGON

Stencil No. 124

IN YOUR REPLY PLEASE
REFER TO FILE No. Oregon FAP 191-C
Brooks-Jordan Creek Sec.,
Wilson River Highway.

191-C

January 22, 1937.

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

RECEIVED
JAN [illegible] 1937
STATE HIGHWAY COMMISSION

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the __________ project agreement and certificate for the above numbered project.

Very truly yours,

W. H. LYNCH
District Engineer

By L. Caufield
L. J. Caufield
Highway Engineer

Encls.

Ton

Avp 30116

Form P. R. 2
State Oregon
Project No. 191, Sec. C

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

UNITED STATES DEPARTMENT OF AGRICULTURE

WASHINGTON
GOVERNMENT PRINTING OFFICE
1933

8—5518

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 23rd day of November, 1936 by and between the Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 5th day of December, 1932, a project statement, which was approved by the Secretary on the 9th day of January, 1933, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for Section 6 of said project which were recommended for approval by the United States District Engineer on the 21st day of July, 1936; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of twenty-five thousand, five hundred ten and no/100 dollars ($25,510.00) as the share of the United States payable under said act on account of Section 6 of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State From Chapter 173, laws 1917; Chapter 31, laws 1920.
(Include date and citation of act of legislature by which authorized)

(*b*) From other sources
(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 690+00 at the east end of Section B of said project in the NE 1/4, Sec. 12, T. 1 S., R. 8 W., W.M., and survey station 909+80 at the south end of Section D of said project in the SE 1/4, Sec. 25, T. 1 N., R. 8 W., W.M.

, length 4.160 miles, in Tillamook County, being Section C of Oregon project No. 191, consisting of 4.160 miles of roadway and no bridges, of more than 20 feet clear span, [illegible]

CHARACTER AND METHOD OF CONSTRUCTION

Article III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section C of said project shall not in any event exceed the sum of twenty-five thousand, five hundred ten and no/100 dollars ($25,510.00), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of forty-one thousand, eight hundred twenty-two and no/100 dollars ($41,822.00), the approved total estimated cost of Section C of said project.

PAYMENTS

Article V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to the State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

~~In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.~~

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

Article VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chapter 41, laws 1927. (Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. **112.**

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the 11th day of January 1937

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Henry F. Cabell

Chairman, State Highway Commission
(Title of officer)

By E B Aldrich

Member, State Highway Commission
(Title of officer)

By

Member, State Highway Commission
(Title of officer)

By

(Title of officer)

By

(Title of officer)

SECRETARY OF AGRICULTURE,

By

Acting Chief, Bureau of Public Roads.

8—6318

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(*Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.*)

To

The Secretary of the Treasury, and

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as Project No. 191-C, State of Oregon.

Second. That in accordance with said provisions I have approved the sum of $41,822.00 as the total estimated cost of said project, and the sum of $25,510.00 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this 11th day of January one thousand nine hundred and Thirty-seven

Secretary of Agriculture,

By
Acting Chief, Bureau of Public Roads.

RECEIVED
JAN 26 1937
FOR FILING

191-e

#1754

January 22, 1937

GREAT AMERICAN INDEMNITY COMPANY
c/o Harvey Wells Insurance Agency
Failing Building
Portland, Oregon

Gentlemen:

We have today received from the Secretary of State notices of claims against the bond taken from Chas. H. Leonard, principal, and yourselves, as surety, by the following persons, in the amounts set opposite their names, for work on the Brooks-Jordan Creek Section of the Wilson River Highway, State Highway Contract No. 1754:

Clarence E. Anderson	$150.25	Raleigh Carroll	$ 70.00
Arthur Hodson	156.00	Jack Kalis	50.00
Joseph S. Swenson	121.75	Daniel McDade	338.00
Clay Isham	200.00	Sam A. Hultman	175.00
Tracy Elliott	1067.00	Irvin Elliott	504.00
Mike Dyminski	104.00	Martin Stepnak	650.00
Mirris Olsen	160.00	Chas. F. Smith	199.75
Jack Reynolds	180.00	Chas. X. Peterson	182.25
George L. Peterson	454.80	Furman McCoy	311.00
Eddie Hayes	104.50	Lee Gasley	320.00
Frank L. Frye	160.00	Chas. W. Cooper	360.00
Arthur E. Cook	355.50	B. B. Kephart	58.00

Also copies of amended notices of claim as follows:

David D. Jones	$224.00	Chas. X. Peterson	$271.25

We are enclosing copies of those claims for your information as surety and are also sending copies of the same to the contractor.

Very truly yours,

Secretary

MHL

Encl.

cc - Chas. H. Leonard

LAW OFFICE OF

H. T. BOTTS

Tillamook, Oregon

December 9, 1936

To
The State of Oregon,

To Earl Snell, Secretary of State
of the State of Oregon,

And To
The State Highway Commission
of the State of Oregon,
Salem, Oregon.

NOTICE IS HEREBY GIVEN That the undersigned Clarence E. Anderson has a claim against the bond taken from Chas. H. Leonard, principal, and Great American Indemnity Company, surety, covering the work of construction of the Brooks-Jordan Creek section in the Wilson River Highway in Tillamook County, Oregon, under contract No. 1754.

The claim of the undersigned is for a balance due for labor performed for the contractor on the above contract, and the balance claimed as owing for said work is $150.25.

CLARENCE E. ANDERSON

ENDORSED:

File No. 2613
Filed, January 9, 1937.
EARL SNELL, Secretary of State.

LAW OFFICE OF

H. T. BOTTS

Tillamook, Oregon

December 9, 1936

To
The State of Oregon,

To
Earl Snell, Secretary of State
of the State of Oregon

And To
The State Highway Commission
of the State of Oregon,
Salem, Oregon.

NOTICE IS HEREBY GIVEN That the undersigned Raleigh Carroll has a claim against the bond taken from Chas. H. Leonard, principal, and Great American Indemnity Company, surety, covering the work of construction of the Brooks-Jordan Creek section in the Wilson River Highway in Tillamook County, Oregon, under contract No. 1734.

The claim of the undersigned is for a balance due for labor performed for the contractor on the above contract, and the balance claimed as owing for said work is $70.00

RALEIGH CARROLL

BY H. T. Botts
His Attorney

ENDORSED:
File No. 2614
Filed January 9, 1937
EARL SNELL, Secretary of State

COPY

LAW OFFICES OF
H. T. BOTTS
Tillamook, Oregon

December 24, 1936

To
The State of Oregon,

To
Earl Snell, Secretary of State
of the State of Oregon

And To
The State Highway Commission
of the State of Oregon,
Salem, Oregon.

NOTICE IS HEREBY GIVEN That the undersigned Arthur Hudson has a claim against the bond taken from Chas. H. Leonard, Principal, and Great American Indemnity Company, surety, covering the work of construction of the Brooks-Jordan Creek section in the Wilson River Highway in Tillamook County, Oregon, under contract No. 1734.

The claim of the undersigned is for a balance due for labor performed for the contractor on the above contract, and the balance claimed as owing for said work is $136.00

ARTHUR HUDSON

ENDORSED:
File No. 2615
Filed,
January 9, 1937,
Earl Snell, Secretary of State

COPY

LAW OFFICE OF

H. T. BOTTS

Tillamook, Oregon

December 17, 1936

To
The State of Oregon

To Earl Snell, Secretary of State
of the State of Oregon

And To
The State Highway Commission
of the State of Oregon,
Salem, Oregon.

NOTICE IS HEREBY GIVEN That the undersigned Jack Kalis has a claim against the bond taken from Chas. E. Leonard, principal, and Great American Indemnity Company, surety, covering the work of construction of the Brooks-Jordan Creek section in the Wilson River Highway in Tillamook County, Oregon, under contract No. 1754.

The claim of the undersigned is for a balance due for labor performed for the contractor on the above contract, and the balance claimed as owing for said work is $50.00.

JACK KALIS

By H. T. Botts
His Attorney

ENDORSED:
File No. 2616
Filed
January 9, 1937
EARL SNELL, Secretary of State

COPY

LAW OFFICE OF
H. T. BOTTS

Tillamook, Oregon

December 15, 1936

To
The State of Oregon,

To
Earl Snell, Secretary of State
of the State of Oregon

And To
The State Highway Commission
of the State of Oregon,
Salem, Oregon

NOTICE IS HEREBY GIVEN That the undersigned Joseph S. Swenson has a claim against the bond taken from Chas. H. Leonard, principal, and Great American Indemnity Company, surety, covering the work of construction of the Brooks-Jordan Creek section in the Wilson River Highway in Tillamook County, Oregon, under contract No. 1734.

The claim of the undersigned is for a balance due for labor performed for the contractor on the above contract, and the balance claimed as owing for said work is $121.75.

JOSEPH S. SWENSON

ENDORSED:
File No. 2617
Filed, January 9, 1937
EARL SNELL, Secretary of State

COPY

LAW OFFICE OF

H. T. BOTTS

Tillamook, Oregon

December 12, 1936

To
The State of Oregon,

To
Earl Snell, Secretary of State
of the State of Oregon,

And To
The State Highway Commission
of the State of Oregon,
Salem, Oregon.

NOTICE IS HEREBY GIVEN That the undersigned Daniel McDade has a claim against the bond taken from Chas. H. Leonard, principal, and Great American Indemnity Company, surety, covering the work of construction of the Brooks-Jordan Creek section in the Wilson River Highway in Tillamook County, Oregon, under contract No. 1734.

The claim of the undersigned is for a balance due for labor performed for the contractor on the above contract, and the balance claimed as owing for said work is $338.00.

D. M. MC DADE

ENDORSED:
File No.2618
Filed,
January 9, 1937
EARL SNELL, Secretary of State

LAW OFFICES OF

H. T. BOTTS

Tillamook, Oregon

December 16, 1936

To
The State of Oregon,

To
Earl Snell, Secretary of State
of the State of Oregon,

And To
The State Highway Commission
of the State of Oregon,
Salem, Oregon.

NOTICE IS HEREBY GIVEN That the undersigned Clay Isham has a claim against the bond taken from Chas. H. Leonard, principal, and Great American Indemnity Company, surety, covering the work of construction of the Brooks-Jordan Creek section in the Wilson River Highway in Tillamook County, Oregon, under contract No. 1754.

The claim of the undersigned is for a balance due for labor performed for the contractor on the above contract, and the balance claimed as owing for said work is $200.00.

CLAY ISHAM

ENDORSED:

File No. 2619
Filed January 9, 1937
EARL SNELL, Secretary of State

COPY

LAW OFFICES OF

H. T. BOTTS

Tillamook, Oregon

December 14, 1936

To
The State of Oregon,

To
Earl Snell, Secretary of State
of the State of Oregon,

And To
The State Highway Commission
of the State of Oregon,
Salem, Oregon.

NOTICE IS HEREBY GIVEN That the undersigned Sam. A. Hultman has a claim against the bond taken from Chas. H. Leonard, principal, and Great American Indemnity Company, surety, covering the work of construction of the Brooks-Jordan Creek section in the Wilson River Highway in Tillamook County, Oregon, under contract No. 1754.

The claim of the undersigned is for a balance due for labor performed for the contractor on the above contract, and the balance claimed as owing for said work is $175.50.

SAM. A. HULTMAN

BY H. T. Botts
His Attorney

ENDORSED:
File No. 2620
Filed;
January 9, 1937,
EARL SNELL, Secretary of State

COPY

LAW OFFICES OF

H. T. BOTTS

Tillamook, Oregon

December 17, 1936

To
The State of Oregon,

To
Earl Snell, Secretary of State
of the State of Oregon,

And To
The State Highway Commission
of the State of Oregon,
Salem, Oregon.

NOTICE IS HEREBY GIVEN That the undersigned Tracy Elliott has a claim against the bond taken from Chas. H. Leonard, principal, and Great American Indemnity Company, surety, covering the work of construction of the Brooks-Jordan Creek section in the Wilson River Highway in Tillamook County, Oregon, under contract No. 1754.

The claim of the undersigned is for a balance due for labor performed for the contractor on the above contract, and the balance claimed as owing for said work is $1087.80.

TRACY ELLIOTT

ENDORSED:
File No. 2621
Filed, January 9, 1937
EARL SNELL, Secretary of State

COPY

LAW OFFICES OF

H. T. BOTTS

Tillamook, Oregon

December 12, 1936

To
The State of Oregon

To
Earl Snell, Secretary of State
of the State of Oregon,

And To
The State Highway Commission
of the State of Oregon,
Salem, Oregon.

NOTICE IS HEREBY GIVEN That the undersigned Irvin Elliott has a claim against the bond taken from Chas. H. Leonard, principal, and Great American Indemnity Company, surety, covering the work of construction of the Brooks-Jordan Creek section in the Wilson River Highway in Tillamook County, Oregon, under contract No. 1754.

The claim of the undersigned is for a balance due for labor performed for the contractor on the above contract, and the balance claimed as owing for said work is $504.00.

IRVIN ELLIOTT

ENDORSED:
File No. 2622
Filed, January 9, 1937
EARL SNELL, Secretary of State

COPY

LAW OFFICES OF
H. T. BOTTS
Tillamook, Oregon

December 29,1936

To
The State of Oregon

To
Earl Snell, Secretary of State
of the State of Oregon

And To.
The State Highway Commission
of the State of Oregon,
Salem, Oregon.

NOTICE IS HEREBY GIVEN That the undersigned Mike Dyminski has a claim against the bond taken from Chas. H. Leonard, principal, and Great American Indemnity Company, surety, covering the work of construction of the Brooks-Jordan Creek section in the Wilson River Highway in Tillamook County, Oregon, under contract No. 1754.

The claim of the undersigned is for a balance due for labor performed for the contractor on the above contract, and the balance claimed as owing for said work is $104.00.

MIKE DYMINSKI

ENDORSED:
File No. 2625
Filed, January 9, 1937
EARL SNELL, Secretary of State

COPY

LAW OFFICES OF

H. W. BOTTS

Tillamook, Oregon

December 9, 1936

To
The State of Oregon,

To
Earl Snell, Secretary of State
of the State of Oregon

And To
The State Highway Commission
of the State of Oregon,
Salem, Oregon.

NOTICE IS HEREBY GIVEN That the undersigned Martin Stepnak has a claim against the bond taken from Chas. H. Leonard, principal, and Great American Indemnity Company, surety, covering the work of construction of the Brooks-Jordan Creek section in the Wilson River Highway in Tillamook County, Oregon, Under contract No. 1734.

The claim of the undersigned is for a balance due for labor performed for the contractor on the above contract, and the balance claimed as owing for said work is $850.00.

MARTIN STEPNAK

BY H. W. Botts

His Attorney

ENDORSED:
File No. 2624
Filed, January 9, 1937
EARL SNELL, Secretary of State

LAW OFFICES OF

H. T. BOTTS

Tillamook, Oregon

December 9, 1936

To
The State of Oregon,

To Earl Snell, Secretary of State
of the State of Oregon

And To
The State Highway Commission
of the State of Oregon,
Salem, Oregon.

NOTICE IS HEREBY GIVEN That the undersigned Morris Olson has a claim against the bond taken from Chas. H. Leonard, principal, and Great American Indemnity Company, surety, covering the work of construction of the Brooks-Jordan Creek section in the Wilson River Highway in Tillamook County, Oregon, under contract No. 1754.

The claim of the undersigned is for a balance due for labor performed for the contractor on the above contract, and the balance claimed as owing for said work is $160.00.

MORRIS OLSON

By H. T. Botts

ENDORSED:
File No. 2625
Filed January 9, 1937
EARL SNELL, Secretary of State

LAW OFFICES OF
H. T. BOTTS
Tillamook, Oregon

December 9, 1936

To
The State of Oregon

To
Earl Snell, Secretary of State
of the State of Oregon

And To
The State Highway Commission
of the State of Oregon,
Salem, Oregon.

NOTICE IS HEREBY GIVEN That the undersigned Chas. F. Smith has a claim against the bond taken from Chas. H. Leonard, principal, and Great American Indemnity Company, surety, covering the work of construction of the Brooks-Jordan Creek section in the Wilson River Highway in Tillamook County, Oregon, under contract No. 1734.

The claim of the undersigned is for a balance due for labor performed for the contractor on the above contract, and the balance claimed as owing for said work is $199.75.

CHAS. F. SMITH

BY H. T. Botts

ENDORSED:
File No. 2626
Filed; January 9, 1937
EARL SNELL, Secretary of State

LAW OFFICES OF

H. T. BOTTS

Tillamook, Oregon

December 9, 1936

To
The State of Oregon

To
Earl Snell, Secretary of State
of the State of Oregon

And To
The State Highway Commission
of the State of Oregon,
Salem, Oregon.

NOTICE IS HEREBY GIVEN That the undersigned Jack Reynolds, has a claim against the bond taken from Chas. H. Leonard, principal, and Great American Indemnity Company, surety, covering the work of construction of the Brooks-Jordan Creek section in the Wilson River Highway in Tillamook County, Oregon, under contract No. 1754.

The claim of the undersigned is for a balance due for labor performed for the contractor on the above contract, and the balance claimed as owing for said work is $180.00

JACK REYNOLDS

By H. T. Botts

His Attorney

ENDORSED:
File No. 2827
Filed, January 9, 1937
EARL SNELL, Secretary of State

LAW OFFICES OF
H. T. BOTTS
Tillamook, Oregon

December 9, 1936

To
The State of Oregon

To
Earl Snell, Secretary of State
of the State of Oregon

And To
The State Highway Commission
of the State of Oregon,
Salem, Oregon.

NOTICE IS HEREBY GIVEN That the undersigned Chas. X. Peterson has a claim against the bond taken from Chas. H. Leonard, principal, and Great American Indemnity Company, surety, covering the work of construction of the Brooks-Jordan Creek section in the Wilson River Highway in Tillamook County, Oregon, under contract No. 1734.

The claim of the undersigned is for a balance due for labor performed for the contractor on the above contract, and the balance claimed as owing for said work is $182.25.

CHARLES PETERSON

ENDORSED:
File No. 2629
Filed, January 9, 1937
EARL SNELL, Secretary of State

LAW OFFICES OF
H. T. BOTTS
Tillamook, Oregon

December 9, 1936

To
The State of Oregon

To
Earl Snell, Secretary of State
of the State of Oregon

And To
The State Highway Commission
of the State of Oregon,
Salem, Oregon.

NOTICE IS HEREBY GIVEN That the undersigned Chas. X. Peterson has a claim against the bond taken from Chas. H. Leonard, principal, and Great American Indemnity Company, surety, covering the work of construction of the Brooks-Jordan Creek section in the Wilson River Highway in Tillamook County, Oregon, under contract No. 1754.

The claim of the undersigned is for a balance due for labor performed for the contractor on the above contract, and the balance claimed as owing for said work is $182.25.

CHARLES PETERSON

ENDORSED:
File No. 2629
Filed, January 9, 1937
EARL SNELL, Secretary of State

LAW OFFICES OF

H. T. BOTTS

Tillamook, Oregon

December 9, 1936

To
The State of Oregon

To
Earl Snell, Secretary of State
of the State of Oregon

And To
The State Highway Commission
of the State of Oregon,
Salem, Oregon.

NOTICE IS HEREBY GIVEN That the undersigned George L. Peterson has a claim against the bond taken from Chas. H. Leonard, principal, and Great American Indemnity Company, surety, covering the work of construction of the Brooks-Jordan Creek section in the Wilson River Highway in Tillamook County, Oregon, under contract No. 1734.

The claim of the undersigned is for a balance due for labor performed for the contractor on the above contract, and the balance claimed as owing for said work is $454.80.

GEORGE PETERSON

ENDORSED:

File No. 2628
Filed, January 8, 1937
EARL SNELL, Secretary of State.

COPY

LAW OFFICES OF

H. T. BOTTS

T illamook, Oregon

December 9, 1936

To
The State of Oregon,

To
Earl Snell, Secretary of State
of the State of Oregon,

And To
The State Highway Commission
of the State of Oregon,
Salem, Oregon.

NOTICE IS HEREBY GIVEN That the undersigned Furman McCoy has a claim against the bond taken from Chas. H. Leonard, principal, and Great American Indemnity Company, surety, covering the work of construction of the Brooks-Jordan Creek section in the Wilson River Highway in Tillamook County, Oregon, under contract No. 1754.

The claim of the undersigned is for a balance due for labor performed for the contractor on the above contract, and the balance claimed as owing for said work is $311.00

FURMAN MC COY

BY H. T. Botts

His Attorney

ENDORSED:
File No. 2830
Filed, January 9, 1937
EARL SNELL, Secretary of State

LAW OFFICES OF

H. T. BOTTS

Tillamook, Oregon

December 9, 1936

To
The State of Oregon,

To
Earl Snell, Secretary of State
of the State of Oregon,

And To
The State Highway Commission
of the State of Oregon,
Salem, Oregon

NOTICE IS HEREBY GIVEN That the undersigned Eddie Hayes has a claim against the bond taken from Chas. H. Leonard, principal, and Great American Indemnity Company, surety, covering the work of construction of the Brooks-Jordan Creek section in the Wilson River Highway in Tillamook, County, Oregon, under contract No. 1754.

The claim of the undersigned is for a balance due for labor performed for the contractor on the above contract, and the balance claimed as owing for said work is $104.50.

EDDIE HAYES

BY H. T. Botts

His Attorney

ENDORSED:
File No. 2651
Filed, January 9, 1937
EARL SNELL, Secretary of State

LAW OFFICES OF

H. T. BOTTS

Tillamook, Oregon

December 9, 1936

To
The State of Oregon,

To
Earl Snell, Secretary of State
of the State of Oregon,

And To
The State Highway Commission
of the State of Oregon,
Salem, Oregon.

NOTICE IS HEREBY GIVEN That the undersigned Lee Gasley has a claim against the bond taken from Chas. H. Leonard, principal, and Great American Indemnity Company, surety, covering the work of construction of the Brooks-Jordan Creek section in the Wilson River Highway in Tillamook, County, Oregon, under contract No. 1754.

The claim of the undersigned is for a balance due for labor performed for the contractor on the above contract, and the balance claimed as owing for said work is $320.00.

LEE GAKLEY

BY H. T. Botts

His Attorney

ENDORSED:

File No.2832
Filed January 8, 1937
EARL SNELL, Secretary of State

COPY

LAW OFFICES OF
H. T. BOTTS
Tillamook, Oregon

December 9, 1937

To
The State of Oregon

To
Earl Snell, Secretary of State
of the State of Oregon

And To
The State Highway Commission
of the State of Oregon,
Salem, Oregon.

NOTICE IS HEREBY GIVEN That the undersigned Frank L. Frye has a claim against the bond taken from Chas. H. Leonard, principal, and Great American Indemnity Company, surety, covering the work of construction of the Brooks-Jordan Creek section in the Wilson River Highway in Tillamook County, Oregon, under contract No. 1754.

The claim of the undersigned is for a balance due for labor performed for the contractor on the above contract, and the balance claimed as owing for said work is $160.00.

FRANK L. FRYE

BY H. T. Botts

His Attorney

ENDORSED:
File No. 2658
Filed, January 9, 1937,
EARL SNELL, Secretary of State.

COPY

LAW OFFICES OF

H. T. BOTTS

Tillamook, Oregon

December 9, 1936

To
The State of Oregon

To
Earl Snell, Secretary of State
of the State of Oregon

And To
The State Highway Commission
of the State of Oregon,
Salem, Oregon

NOTICE IS HEREBY GIVEN That the undersigned Chas. W. Cooper has a claim against the bond taken from Chas. H. Leonard, principal, and Great American Indemnity Company, surety, covering the work of construction of the Brooks-Jordan Creek section in the Wilson River Highway in Tillamook County, Oregon, under contract No. 1734.

The claim of the undersigned is for a balance due for labor performed for the contractor on the above contract, and the balance claimed as owing for said work is $360.00.

C. W. COOPER

ENDORSED:

File No. 2634
Filed, January 9, 1937
EARL SNELL, Secretary of State

LAW OFFICES OF

H. T. BOTTS

Tillamook, Oregon

December 9, 1936

To
The State of Oregon,

To
Earl Snell, Secretary of State
of the State of Oregon,

And To
The State Highway Commission
of the State of Oregon,
Salem, Oregon

NOTICE IS HEREBY GIVEN That the undersigned Arthur E. Cook has a claim against the bond taken from Chas. H. Leonard, principal, and Great American Indemnity Company, surety, covering the work of construction of the Brooks-Jordan Creek section in the Wilson River Highway in Tillamook County, Oregon, under contract No. 1754.

The claim of the undersigned is for a balance due for labor performed for the contractor on the above contract, and the balance claimed as owing for said work is $558.50.

ARTHUR E. COOK

ENDORSED:

File No. 2658

Filed, January 9, 1937
EARL SNELL, Secretary of State

COPY

Law Offices of

H. T. BOTTS

Tillamook, Oregon

January 15, 1937.

To
The State of Oregon,

To
Earl Snell, Secretary of State
of the State of Oregon,

And To
The State Highway Commission
of the State of Oregon,
Salem, Oregon.

NOTICE IS HEREBY GIVEN That the undersigned Benton B. Kephart has a claim against the bond taken from Chas. H. Leonard, principal, and Great American Indemnity Company, surety, covering the work of construction of the Brooks-Jordan Creek section in the Wilson River Highway in Tillamook County, Oregon, under contract No. 1754.

The claim of the undersigned is for a balance due for labor performed for the contractor on the above contract, and the balance claimed as owing for said work is $58.00.

B. B. KEPHART
(BENTON)

Endorsed: File No. 2636
Filed January 16, 1937
EARL SNELL,
Secretary of State

COPY

LAW OFFICES OF

H. T. BOTTS

Tillamook, Oregon

December 9, 1936

To
The State of Oregon

To
Earl Snell, Secretary of State
of the State of Oregon

And To
The State Highway Commission
of the State of Oregon,
Salem, Oregon.

NOTICE IS HEREBY GIVEN That the undersigned David D. Jones has a claim against the bond taken from Chas. E. Leonard, principal, and Great American Indemnity Company, surety, covering the work of construction of the Brooks-Jordan Creek section in the Wilson River Highway in Tillamook County, Oregon, under contract No. 1754.

The claim of the undersigned is for the doing of 896 hours of intermediate grade labor consisting in the getting out of shakes, including riving thereof, for use on the job and for doing work as a sloper, and for this the undersigned claims pay at the rate of 75¢ per hour, and he was paid only 50¢ per hour, leaving a balance for which this claim is being made of $224.00.

This notice is given in amendment of notice heretofore given of November 7, 1936.

DAVID D. JONES

ENDORSED:
File No. 2568
Filed, January 9, 1937
EARL SNELL, Secretary of State

COPY

LAW OFFICES OF

H. T. BOTTS

Tillamook, Oregon

January 11, 1936

To
The State of Oregon.

To
Earl Snell, Secretary of State
of the State of Oregon,

And To
The State Highway Commission
of the State of Oregon,
Salem, Oregon.

NOTICE IS HEREBY GIVEN That the undersigned Chas. X. Peterson has a claim against the bond taken from Chas. H. Leonard, principal, and Great American Indemnity Company, surety, covering the work of construction of the Brooks-Jordan Creek section in the Wilson River Highway in Tillamook County, Oregon, under contract No. 1754.

The claim of the undersigned is for a balance due for labor performed for the contractor on the above contract, and the balance claimed as owing for said work is $271.25.

This notice is given in amendment of one dated December 9, 1936.

CHARLES PETERSON

ENDORSED:
File No. 2629.
Filed, January 13, 1937
EARL SNELL, Secretary of State

#1754

RECEIVED
JAN 26 1937
FOR FILING
191-C

January 22, 1937

Hon. Earl Snell
Secretary of State
BUILDING

Dear Sir:

This acknowledges receipt of your letter of January 20, enclosing three copies each of the following notices of claim against the bond taken from Chas. H. Leonard, principal, and Great American Indemnity Company, surety, for work on the Brooks-Jordan Creek Section of the Wilson River Highway, contract No. 1754, which have been filed with your office:

Clarence E. Anderson	$150.25	Raleigh Carroll	$ 70.00
Arthur Hudson	136.00	Jack Kalis	30.00
Joseph S. Swenson	121.75	Daniel McDade	338.00
Clay Isham	200.00	Sam A. Hultman	175.50
Tracy Elliott	1087.00	Irvin Elliott	504.00
Mike Dyminski	104.00	Martin Stepnak	850.00
Morris Olson	160.00	Chas. F. Smith	199.75
Jack Reynolds	180.00	Chas. X. Peterson	182.25
George L. Peterson	464.80	Furman McCoy	311.00
Eddie Hayes	104.50	Leo Gaeley	320.00
Frank L. Frye	160.00	Chas. W. Cooper	360.00
Arthur E. Cook	353.50	B. B. Kephart	58.00

Also copies of amended notices of claim as follows:

David D. Jones	$224.00	Chas. X. Peterson	$271.25

We are sending copies of these notices of claims to the contractor and to the surety on his bond.

Very truly yours,

Secretary

MEL

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

January 20, 1937

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. Glaisyer, Secretary

There are enclosed for your information and files three copies each of the following notices of claim covering claims against the bond taken from Chas. H. Leonard, principal, and Great American Indemnity Company, surety, for work on the Brooks-Jordan Creek Section of the Wilson River Highway, contract No. 1754, which have been filed in this office:

Clarence E. Anderson	$150.25 ✓	Raleigh Carroll	$ 70.00 ✓
Arthur Hudson	136.00 ✓	Jack Kalis	30.00 ✓
Joseph S.Swenson	121.75 ✓	Daniel McDade	338.00 ✓
Clay Isham	200.00 ✓	Sam A. Hultman	175.50 ✓
Tracy Elliott	1087.30 ✓	Irvin Elliott	504.00 ✓
Mike Dyminski	104.00 ✓	Martin Stepnak	830.00 ✓
Morris Olson	160.00 ✓	Chas. F. Smith	199.75 ✓
Jack Reynolds	180.00 ✓	Chas. X. Peterson	182.25 ✓
George L. Peterson	454.80 ✓	Furman McCoy	311.00 ✓
Eddie Hayes	104.50 ✓	Lee Gaeley	320.00 ✓
Frank L. Frye	160.00 ✓	Chas. W.Cooper	360.00 ✓
Arthur E. Cook	353.50 ✓	B. B. Kephart	58.00 ✓

Also copies of amended notices of claim as follows:

David D. Jones	$224.00	Chas. X. Peterson	$271.25

Please acknowledge receipt of the copies.

Yours very truly,

Earl Snell
Secretary of State

S:[illegible]
enc.

#1754

RECEIVED
JAN 18 1937.
FOR FILING
191-C

January 16, 1937

Mr. J. H. Botts
Attorney at Law
Tillamook, Oregon

Dear Sir:

This acknowledges receipt of your letter of January 15, enclosing notice of claim of Benton H. Kephart against Chas. H. Leonard, contractor with the State Highway Commission under contract No. 1754 for the construction of a portion of the Wilson River Highway, in Tillamook County, in the amount of $58.00.

Copy of this notice is being sent to the contractor and to the surety on his bond.

Very truly yours,

Secretary

MBL

January 16, 1937

GREAT AMERICAN INDEMNITY COMPANY
C/O Harvey Wells Insurance Agency
Failing Building
Portland, Oregon

Gentlemen:

We have today received from H. T. Botts, Attorney, Tillamook, notice as follows:

"NOTICE IS HEREBY GIVEN that the undersigned Benton B. Kephart has a claim against the bond taken from Chas H. Leonard, principal, and Great American Inde,nity Company, surety, covering the work of construction of the Brooks-Jordan Creek section of the Wilson River Highway in Tillamook County, Oregon, under contract No. 1754.

"The claim of the undersigned is for a balance due for labor performed for the contractor on the above contract, and the balance claimed as owing for said work is $58.00."

This notice is being sent you as surety on the bond and copy is also being sent to the contractor.

Very truly yours,

Secretary

MHL

cc - Chas. H. Leonard

LAW OFFICES OF
H. T. Botts
PHONE 26
TILLAMOOK, OREGON

January 15, 1937.

JAN 16 1937
STATE HIGHWAY COMMISSION

H. B. Glaisyer, Secretary,
State Highway Commission,
Salem, Oregon.

Dear Sir:

I enclose herewith notice of claim for Benton B. Kephart against Chas. H. Leonard, contractor with the State Highway Commission under contract No. 1754 for the construction of a part of the Wilson River Highway in Tillamook County Oregon.

This notice is given in accordance with Section 67-1101, Oregon Code, as amended, for the purpose of preserving claimant's right against contractor's surety, the Great American Indemnity Company.

Yours very truly,

H. T. Botts
H. T. Botts.

HTB:VR
Encl.

LAW OFFICES OF
H. T. Botts
PHONE 26
TILLAMOOK, OREGON

January 15, 1937.

To
The State of Oregon,

To
Earl Snell, Secretary of State
of the State of Oregon,

And To
The State Highway Commission
of the State of Oregon,
Salem, Oregon.

NOTICE IS HEREBY GIVEN That the undersigned Benton B. Kephart has a claim against the bond taken from Chas. H. Leonard, principal, and Great American Indemnity Company, surety, covering the work of construction of the Brooks-Jordan Creek section in the Wilson River Highway in Tillamook County, Oregon, under contract No. 1754.

The claim of the undersigned is for a balance due for labor performed for the contractor on the above contract, and the balance claimed as owing for said work is $58.00.

Benton B. Kephart

#1754

RECEIVED
JAN 15 1937
FOR FILING
191-C

January 13, 1937

GREAT AMERICAN INDEMNITY COMPANY
c/o Harvey Wells Insurance Agency
Failing Building
Portland, Oregon

Gentlemen:

We have today received an amended notice of claim by Chas. Peterson against Chas. H. Leonard, contractor with the State Highway Commission under contract No. 1754 for the construction of a portion of the Wilson River Highway, in Tillamook County, for a balance due for labor performed for the contractor on the above project, being in the amount of $271.25.

This notice is being sent you as surety on the bond furnished by the contractor.

Very truly yours,

Secretary

MHL

cc - Chas. H. Leonard

January 13, 1937

Mr. H. T. Botts
Attorney at Law
Tillamook, Oregon

Dear Sir:

Acknowledgement is made of the receipt of your letter of January 11, enclosing amended notice of claim of Chas. Peterson against Chas. H. Leonard, contractor with the State Highway Commission under contract No. 1754, for the construction of a portion of the Wilson River Highway, in Tillamook County.

Notice of this amended claim will be sent to the contractor and to the surety on his bond.

Very truly yours,

Secretary

MBL

LAW OFFICES OF
H. T. Botts
PHONE 26
TILLAMOOK, OREGON

January 11, 1937.

JAN 13 1937

H. B. Glaisyer, Secretary,
State Highway Commission,
Salem, Oregon.

Dear Sir:

I enclose herewith amended notice of claim for Chas. Peterson against Chas. H. Leonard, contractor with the State Highway Commission under contract No. 1754 for the construction of a part of the Wilson River Highway in Tillamook County, Oregon.

This notice is given in accordance with Section 67-1101, Oregon Code, as amended, for the purpose of preserving claimant's right against contractor's surety, the Great American Indemnity Company.

Yours very truly,

H. T. Botts
H. T. Botts.

HTB:VR
Encl.

LAW OFFICES OF
H. T. Botts
PHONE 26
TILLAMOOK, OREGON

January 11, 1937.

To
The State of Oregon.

To
Earl Snell, Secretary of State,
of the State of Oregon,

And To
The State Highway Commission
of the State of Oregon,
Salem, Oregon.

NOTICE IS HEREBY GIVEN That the undersigned Chas. X. Peterson has a claim against the bond taken from Chas. H. Leonard, principal, and Great American Indemnity Company, surety, covering the work of construction of the Brooks-Jordan Creek section in the Wilson River Highway in Tillamook County, Oregon, under contract No. 1754.

The claim of the undersigned is for a balance due for labor performed for the contractor on the above contract, and the balance claimed as owing for said work is $271.25.

This notice is given in amendment of one dated December 9, 1936.

Charles Peterson

#1754

x

RECEIVED
JAN 11 1937
FOR FILING

191-C

January 11, 1937

Mr. H. F. Botts
Attorney at Law
Tillamook, Oregon

Dear Sir:

This acknowledges receipt of your letter of January 8, giving notice of claims for labor performed by twenty-nine listed claimants, in the amounts set opposite their names, against Chas. E. Leonard, contractor with the State Highway Commission under Contract No. 1754 for the construction of a portion of the Wilson River Highway, in Tillamook County, Oregon.

We are sending copy of this notice of claim to the contractor and to the surety on his bond.

Your letter requesting copy of the pay roll for these men has been referred to Mr. Probert, Office Engineer, for attention and reply.

Very truly yours,

Secretary

[illegible]

January 11, 1937

GREAT AMERICAN INDEMNITY COMPANY
c/o Harvey Wells Insurance Agency
Failing Building
Portland, Oregon

Gentlemen:

We have received from H. T. Botts, Attorney, Tillamook, Oregon, notice of claims against Chas. H. Leonard, contractor with the State Highway Commission under contract No. 1754 for the construction of a portion of the Wilson River Highway in Tillamook County, for labor performed, by the following named persons, in the amounts set opposite their names:

Clarence E. Anderson	$150.25	Chas. F. Smith	$199.75
Raleigh Carroll	70.00	Martin Stepnak	850.00
Arthur E. Cook	353.50	Paul Vanderpool	674.50 (Claim withheld for time being on account of death of claimant)
Chas. W. Cooper	560.00	Mike Dyminski	104.00
Frank L. Frye	160.00	Irvin Elliott	504.00
Lee Gasley	320.00	Tracy Elliott	1037.80
Eddie Hayes	104.50	Sam A. Maltman	175.50
David D. Jones	224.00	Clay Isham	200.00
Furman McCoy	311.00	D. M. McDade	230.00
Morris Olsen	160.00	Joseph S. Swenson	121.75
Chas. I. Peterson	182.25	Jack Kalis	30.00
George L. Peterson	454.80	Arthur Hudson	136.00
Jack Reynolds	180.00		

This notice is being given you because you appear as surety on the bond furnished by the contractor, to whom also notice is being sent.

Very truly yours,

Secretary

MBL
cc - Chas. H. Leonard

LAW OFFICES OF
H. T. Botts
PHONE 26
TILLAMOOK, OREGON

January 8, 1937.

H. B. Glaisyer, Secretary,
State Highway Commission,
Salem, Oregon.

Dear Sir:

I enclose herewith the following claims against Chas. H. Leonard, contractor with the State Highway Commission under Contract No. 1754 for the construction of a part of the Wilson River Highway in Tillamook County, Oregon. These notices are being given in accordance with Section 67-1101, Oregon Code, as amended, for the purpose of preserving rights of claimants against contractor's surety, the Great American Indemnity Company.

No. 1.	Clarence E. Anderson	$150.25	
No. 3.	Raleigh Carroll	70.00	
No. 4.	Arthur E. Cook	353.50	
No. 5.	Chas. W. Cooper	360.00	
No. 7.	Frank L. Frye	160.00	
No. 8.	Lee Gaeley	320.00	
No. 9.	Eddie Hayes	104.50	
No. 10.	David D. Jones	224.00	
No. 12.	Furman McCoy	311.00	
No. 13.	Morris Olson	160.00	
No. 14.	Chas. X. Peterson	182.25	
No. 15.	George L. Peterson	454.80	
No. 16.	Jack Reynolds	180.00	
No. 18.	Chas. F. Smith	199.75	
No. 19.	Martin Stepnak	830.00	
No. 20.	Paul Vanderpool	674.50	This claim withheld for the time being on account of death of claimant.
No. 21.	Mike Dyminski	104.00	
No. 22.	Irvin Elliott	504.00	
No. 23.	Tracy Elliott	1087.80	
No. 24.	Sam A. Hultman	175.50	
No. 25.	Clay Isham	200.00	
No. 26.	D. M. McDade	230.00	
No. 27.	Joseph S. Swenson	121.75	
No. 28.	Jack Kalis	30.00	
No. 29.	Arthur Hudson	136.00	

Yours very truly,

H. T. Botts

H. T. Botts.

HTB:VR
Encls.

LAW OFFICES OF
H. T. Botts
PHONE 26
TILLAMOOK, OREGON

December 9, 1936.

To
The State of Oregon,

To
Earl Snell, Secretary of State
of the State of Oregon,

And To
The State Highway Commission
of the State of Oregon,
Salem, Oregon.

NOTICE IS HEREBY GIVEN That the undersigned Clarence E. Anderson has a claim against the bond taken from Chas. H. Leonard, principal, and Great American Indemnity Company, surety, covering the work of construction of the Brooks-Jordan Creek section in the Wilson River Highway in Tillamook County, Oregon, under contract No. 1754.

The claim of the undersigned is for a balance due for labor performed for the contractor on the above contract, and the balance claimed as owing for said work is $150.25.

Clarence E. Anderson

LAW OFFICES OF
H. T. Botts
PHONE 26
TILLAMOOK, OREGON

December 9, 1936.

To
The State of Oregon,

To
Earl Snell, Secretary of State
of the State of Oregon,

And To
The State Highway Commission
of the State of Oregon,
Salem, Oregon.

NOTICE IS HEREBY GIVEN That the undersigned Raleigh Carroll has a claim against the bond taken from Chas. H. Leonard, principal, and Great American Indemnity Company, surety, covering the work of construction of the Brooks-Jordan Creek section in the Wilson River Highway in Tillamook County, Oregon, under contract No. 1754.

The claim of the undersigned is for a balance due for labor performed for the contractor on the above contract, and the balance claimed as owing for said work is $70.00.

Raleigh Carroll
By H. T. Botts
His Attorney

LAW OFFICES OF
H. T. Botts
PHONE 26
TILLAMOOK, OREGON

December 9, 1936.

To
The State of Oregon,

To
Earl Snell, Secretary of State
of the State of Oregon,

And To
The State Highway Commission
of the State of Oregon,
Salem, Oregon.

NOTICE IS HEREBY GIVEN That the undersigned Arthur E. Cook has a claim against the bond taken from Chas. H. Leonard, principal, and Great American Indemnity Company, surety, covering the work of construction of the Brooks-Jordan Creek section in the Wilson River Highway in Tillamook County, Oregon, under contract No. 1754.

The claim of the undersigned is for a balance due for labor performed for the contractor on the above contract, and the balance claimed as owing for said work is $353.50.

Arthur E. Cook.

LAW OFFICES OF
H. T. Botts
PHONE 26
TILLAMOOK, OREGON

December 9, 1936.

To
The State of Oregon,

To
Earl Snell, Secretary of State
of the State of Oregon,

And To
The State Highway Commission
of the State of Oregon,
Salem, Oregon.

NOTICE IS HEREBY GIVEN That the undersigned Chas. W. Cooper has a claim against the bond taken from Chas. H. Leonard, principal, and Great American Indemnity Company, surety, covering the work of construction of the Brooks-Jordan Creek section in the Wilson River Highway in Tillamook County, Oregon, under contract No. 1754.

The claim of the undersigned is for a balance due for labor performed for the contractor on the above contract, and the balance claimed as owing for said work is $360.00.

C W Cooper

LAW OFFICES OF
H. T. Botts
PHONE 26
TILLAMOOK, OREGON

December 9, 1936.

To
The State of Oregon,

To
Earl Snell, Secretary of State
of the State of Oregon,

And To
The State Highway Commission
of the State of Oregon,
Salem, Oregon.

NOTICE IS HEREBY GIVEN That the undersigned Frank L. Frye has a claim against the bond taken from Chas. H. Leonard, principal, and Great American Indemnity Company, surety, covering the work of construction of the Brooks-Jordan Creek section in the Wilson River Highway in Tillamook County, Oregon, under contract No. 1754.

The claim of the undersigned is for a balance due for labor performed for the contractor on the above contract, and the balance claimed as owing for said work is $160.00.

Frank L Frye
By H. T. Botts
His Attorney

LAW OFFICES OF
H. T. Botts
PHONE 26
TILLAMOOK, OREGON

December 9, 1936.

To
The State of Oregon,

To
Earl Snell, Secretary of State
of the State of Oregon,

And To
The State Highway Commission
of the State of Oregon,
Salem, Oregon.

NOTICE IS HEREBY GIVEN That the undersigned Lee Gaeley has a claim against the bond taken from Chas. H. Leonard, principal, and Great American Indemnity Company, surety, covering the work of construction of the Brooks-Jordan Creek section in the Wilson River Highway in Tillamook County, Oregon, under contract No. 1754.

The claim of the undersigned is for a balance due for labor performed for the contractor on the above contract, and the balance claimed as owing for said work is $320.00.

Lee Gaeley

By H. T. Botts
His Attorney

LAW OFFICES OF
H. T. Botts
PHONE 26
TILLAMOOK, OREGON

December 9, 1936.

To
The State of Oregon,

To
Earl Snell, Secretary of State
of the State of Oregon,

And To
The State Highway Commission
of the State of Oregon,
Salem, Oregon.

NOTICE IS HEREBY GIVEN That the undersigned Eddie Hayes has a claim against the bond taken from Chas. H. Leonard, principal, and Great American Indemnity Company, surety, covering the work of construction of the Brooks-Jordan Creek section in the Wilson River Highway in Tillamook County, Oregon, under contract No. 1754.

The claim of the undersigned is for a balance due for labor performed for the contractor on the above contract, and the balance claimed as owing for said work is $104.50.

Eddie Hayes
By H. T. Botts
His Attorney

LAW OFFICES OF
H. T. Botts
PHONE 26
TILLAMOOK, OREGON

December 9, 1936.

To
The State of Oregon,

To
Earl Snell, Secretary of State
of the State of Oregon,

And To
The State Highway Commission
of the State of Oregon,
Salem, Oregon.

NOTICE IS HEREBY GIVEN That the undersigned David D. Jones has a claim against the bond taken from Chas. H. Leonard, principal, and Great American Indemnity Company, surety, covering the work of construction of the Brooks-Jordan Creek section in the Wilson River Highway in Tillamook County, Oregon, under contract No. 1754.

The claim of the undersigned is for the doing of 896 hours of intermediate grade labor consisting in the getting out of shakes, including riving thereof, for use on the job and for doing work as a sloper, and for this the undersigned claims pay at the rate of 75¢ per hour, and he was paid only 50¢ per hour, leaving a balance for which this claim is being made of $224.00.

This notice is given in amendment of notice heretofore given of November 7, 1936.

David D. Jones

LAW OFFICES OF

H. T. Botts

PHONE 20

TILLAMOOK, OREGON

December 9, 1936.

To
The State of Oregon,

To
Earl Snell, Secretary of State
of the State of Oregon,

And To
The State Highway Commission
of the State of Oregon,
Salem, Oregon.

NOTICE IS HEREBY GIVEN That the undersigned Furman McCoy has a claim against the bond taken from Chas. H. Leonard, principal, and Great American Indemnity Company, surety, covering the work of construction of the Brooks-Jordan Creek section in the Wilson River Highway in Tillamook County, Oregon, under contract No. 1754.

The claim of the undersigned is for a balance due for labor performed for the contractor on the above contract, and the balance claimed as owing for said work is $311.00.

Furman McCoy

Furman McCoy

By H. T. Botts

LAW OFFICES OF
H. T. Botts
PHONE 26
TILLAMOOK, OREGON

December 9, 1936.

To
The State of Oregon,

To
Earl Snell, Secretary of State
of the State of Oregon,

And To
The State Highway Commission
of the State of Oregon,
Salem, Oregon.

NOTICE IS HEREBY GIVEN That the undersigned Chas. X. Peterson has a claim against the bond taken from Chas. H. Leonard, principal, and Great American Indemnity Company, surety, covering the work of construction of the Brooks-Jordan Creek section in the Wilson River Highway in Tillamook County, Oregon, under contract No. 1754.

The claim of the undersigned is for a balance due for labor performed for the contractor on the above contract, and the balance claimed as owing for said work is $182.25.

Charles Peterson

LAW OFFICES OF
H. T. Botts
PHONE 26
TILLAMOOK, OREGON

December 9, 1936.

To
The State of Oregon,

To
Earl Snell, Secretary of State
of the State of Oregon,

And To
The State Highway Commission
of the State of Oregon,
Salem, Oregon.

NOTICE IS HEREBY GIVEN That the undersigned George L. Peterson has a claim against the bond taken from Chas. H. Leonard, principal, and Great American Indemnity Company, surety, covering the work of construction of the Brooks-Jordan Creek section in the Wilson River Highway in Tillamook County, Oregon, under contract No. 1754.

The claim of the undersigned is for a balance due for labor performed for the contractor on the above contract, and the balance claimed as owing for said work is $454.80.

George Peterson

LAW OFFICES OF
H. T. Botts
PHONE 26
TILLAMOOK, OREGON

December 9, 1936.

To
The State of Oregon,

To
Earl Snell, Secretary of State
of the State of Oregon,

And To
The State Highway Commission
of the State of Oregon,
Salem, Oregon.

NOTICE IS HEREBY GIVEN That the undersigned Jack Reynolds has a claim against the bond taken from Chas. H. Leonard, principal, and Great American Indemnity Company, surety, covering the work of construction of the Brooks-Jordan Creek section in the Wilson River Highway in Tillamook County, Oregon, under contract No. 1754.

The claim of the undersigned is for a balance due for labor performed for the contractor on the above contract, and the balance claimed as owing for said work is $180.00.

Jack Reynolds
By H. T. Botts
His Attorney

LAW OFFICES OF
H. T. Botts
PHONE 26
TILLAMOOK, OREGON

December 9, 1936.

To
The State of Oregon,

To
Earl Snell, Secretary of State
of the State of Oregon,

And To
The State Highway Commission
of the State of Oregon,
Salem, Oregon.

NOTICE IS HEREBY GIVEN That the undersigned Chas. F. Smith has a claim against the bond taken from Chas. H. Leonard, principal, and Great American Indemnity Company, surety, covering the work of construction of the Brooks-Jordan Creek section in the Wilson River Highway in Tillamook County, Oregon, under contract No. 1754.

The claim of the undersigned is for a balance due for labor performed for the contractor on the above contract, and the balance claimed as owing for said work is $199.75.

Chas F. Smith
Chas F. Smith
By H. T. Botts

LAW OFFICES OF
H. T. Botts
PHONE 26
TILLAMOOK, OREGON

December 9, 1936.

To
The State of Oregon,

To
Earl Snell, Secretary of State
of the State of Oregon,

And To
The State Highway Commission
of the State of Oregon,
Salem, Oregon.

NOTICE IS HEREBY GIVEN That the undersigned Morris Olson has a claim against the bond taken from Chas. H. Leonard, principal, and Great American Indemnity Company, surety, covering the work of construction of the Brooks-Jordan Creek section in the Wilson River Highway in Tillamook County, Oregon, under contract No. 1754.

The claim of the undersigned is for a balance due for labor performed for the contractor on the above contract, and the balance claimed as owing for said work is $160.00.

Morris Olson
Morris Olson
By H. T. Botts

LAW OFFICES OF
H. T. Botts
PHONE 26
TILLAMOOK, OREGON

December 9, 1936.

To
The State of Oregon,

To
Earl Snell, Secretary of State
of the State of Oregon,

And To
The State Highway Commission
of the State of Oregon,
Salem, Oregon.

NOTICE IS HEREBY GIVEN That the undersigned Martin Stepnak has a claim against the bond taken from Chas. H. Leonard, principal, and Great American Indemnity Company, surety, covering the work of construction of the Brooks-Jordan Creek section in the Wilson River Highway in Tillamook County, Oregon, under contract No. 1754.

The claim of the undersigned is for a balance due for labor performed for the contractor on the above contract, and the balance claimed as owing for said work is $830.00.

Martin Stepnak
By H. T. Botts
His Attorney

LAW OFFICES OF
H. T. Botts
PHONE 26
TILLAMOOK, OREGON

December 10, 1936.

To
The State of Oregon,

To
Earl Snell, Secretary of State
of the State of Oregon,

And To
The State Highway Commission
of the State of Oregon,
Salem, Oregon.

NOTICE IS HEREBY GIVEN That the undersigned Mike Dyminski has a claim against the bond taken from Chas. H. Leonard, principal, and Great American Indemnity Company, surety, covering the work of construction of the Brooks-Jordan Creek section in the Wilson River Highway in Tillamook County, Oregon, under contract No. 1754.

The claim of the undersigned is for a balance due for labor performed for the contractor on the above contract, and the balance claimed as owing for said work is $104.00.

Mike Dyminski

LAW OFFICES OF
H. T. Botts
PHONE 26
TILLAMOOK, OREGON

December 12, 1936.

To
The State of Oregon,

To
Earl Snell, Secretary of State
of the State of Oregon,

And To
The State Highway Commission
of the State of Oregon,
Salem, Oregon.

NOTICE IS HEREBY GIVEN That the undersigned Irvin Elliot has a claim against the bond taken from Chas. H. Leonard, principal, and Great American Indemnity Company, surety, covering the work of construction of the Brooks-Jordan Creek section in the Wilson River Highway in Tillamook County, Oregon, under contract No. 1754.

The claim of the undersigned is for a balance due for labor performed for the contractor on the above contract, and the balance claimed as owing for said work is $504[illegible]

Irvin Elliott

LAW OFFICES OF
H. T. Botts
PHONE 26
TILLAMOOK, OREGON

December 17, 1936.

To
The State of Oregon,

To
Earl Snell, Secretary of State
of the State of Oregon,

And To
The State Highway Commission
of the State of Oregon,
Salem, Oregon.

NOTICE IS HEREBY GIVEN That the undersigned Tracy Elliott has a claim against the bond taken from Chas. H. Leonard, principal, and Great American Indemnity Company, surety, covering the work of construction of the Brooks-Jordan Creek section in the Wilson River Highway in Tillamook County, Oregon, under contract No. 1754.

The claim of the undersigned is for a balance due for labor performed for the contractor on the above contract, and the balance claimed as owing for said work is $1087.80.

Tracy Elliott

LAW OFFICES OF

H. T. Botts

PHONE 26

TILLAMOOK, OREGON

December 14, 1936.

To
The State of Oregon,

To
Earl Snell, Secretary of State
of the State of Oregon,

And To
The State Highway Commission
of the State of Oregon,
Salem, Oregon.

NOTICE IS HEREBY GIVEN That the undersigned Sam. A. Hultman has a claim against the bond taken from Chas. H. Leonard, principal, and Great American Indemnity Company, surety, covering the work of construction of the Brooks-Jordan Creek section in the Wilson River Highway in Tillamook County, Oregon, under contract No. 1754.

The claim of the undersigned is for a balance due for labor performed for the contractor on the above contract, and the balance claimed as owing for said work is $175.50.

Sam A Hultman

By H T Botts
His Attorney

LAW OFFICES OF
H. T. Botts
PHONE 26
TILLAMOOK, OREGON

December 16, 1936.

To
The State of Oregon,

To
Earl Snell, Secretary of State
of the State of Oregon,

And To
The State Highway Commission
of the State of Oregon,
Salem, Oregon.

NOTICE IS HEREBY GIVEN That the undersigned Clay Isham has a claim against the bond taken from Chas. H. Leonard, principal, and Great American Indemnity Company, surety, covering the work of construction of the Brooks-Jordan Creek section in the Wilson River Highway in Tillamook County, Oregon, under contract No. 1754.

The claim of the undersigned is for a balance due for labor performed for the contractor on the above contract, and the balance claimed as owing for said work is $200.00.

Clay Isham

LAW OFFICES OF
H. T. Botts
PHONE [illegible]
TILLAMOOK, OREGON

December 11, 1930.

To
The State of Oregon,

To
Earl Snell, Secretary of State
of the State of Oregon,

And To
The State Highway Commission
of the State of Oregon,
Salem, Oregon.

NOTICE IS HEREBY GIVEN That the undersigned Daniel [illegible] has a claim against the bond taken from Chas. H. Leonard, principal, and Great American Indemnity Company, surety, covering the work of construction of the [illegible]-Jordan Creek section in the Wilson River Highway in Tillamook County, Oregon, under contract No. 1754.

The claim of the undersigned is for a balance due for labor performed by the contractor on the above contract, and the balance claimed as owing for said work is $338.00.

[illegible] Dade

LAW OFFICES OF
H. T. Botts
PHONE 26
TILLAMOOK, OREGON

December 15, 1936.

To
The State of Oregon,

To
Earl Snell, Secretary of State
of the State of Oregon,

And To
The State Highway Commission
of the State of Oregon,
Salem, Oregon.

NOTICE IS HEREBY GIVEN That the undersigned Joseph S. Swenson has a claim against the bond taken from Chas. H. Leonard, principal, and Great American Indemnity Company, surety, covering the work of construction of the Brooks-Jordan Creek section in the Wilson River Highway in Tillamook County, Oregon, under contract No. 1754.

The claim of the undersigned is for a balance due for labor performed for the contractor on the above contract, and the balance claimed as owing for said work is $121.75.

Joseph S Swenson

LAW OFFICES OF
H. T. Botts
PHONE 26
TILLAMOOK, OREGON

December 17, 1936.

To
The State of Oregon,

To
Earl Snell, Secretary of State
of the State of Oregon,

And To
The State Highway Commission
of the State of Oregon,
Salem, Oregon.

NOTICE IS HEREBY GIVEN That the undersigned Jack Kalis has a claim against the bond taken from Chas. H. Leonard, principal, and Great American Indemnity Company, surety, covering the work of construction of the Brooks-Jordan Creek section in the Wilson River Highway in Tillamook County, Oregon, under contract No. 1754.

The claim of the undersigned is for a balance due for labor performed for the contractor on the above contract, and the balance claimed as owing for said work is $30.00.

Jack Kalis
By H T Botts
His Attorney

LAW OFFICES OF
H. T. Botts
PHONE 26
TILLAMOOK, OREGON

December 24, 1936.

To
The State of Oregon,

To
Earl Snell, Secretary of State
of the State of Oregon,

And To
The State Highway Commission
of the State of Oregon,
Salem, Oregon.

NOTICE IS HEREBY GIVEN That the undersigned Arthur Hudson has a claim against the bond taken from Chas. H. Leonard, principal, and Great American Indemnity Company, surety, covering the work of construction of the Brooks-Jordan Creek section in the Wilson River Highway in Tillamook County, Oregon, under contract No. 1754.

The claim of the undersigned is for a balance due for labor performed for the contractor on the above contract, and the balance claimed as owing for said work is $136.00.

Arthur Hudson

---

getting this out I will pay for it, but I would like to have the information as soon as you can get it out conveniently as a suit has been started in reference to these.

Yours very truly,

H. T. Botts
H. T. Botts.

HTB:VR

CLASS OF SERVICE DESIRED	
DOMESTIC	CABLE
TELEGRAM	FULL RATE
DAY LETTER	DEFERRED
NIGHT MESSAGE	NIGHT LETTER
NIGHT LETTER	SHIP RADIOGRAM

Patrons should check class of service desired; otherwise message will be transmitted as a full-rate communication

1217-A

WESTERN UNION

R. B. WHITE, PRESIDENT — NEWCOMB CARLTON, CHAIRMAN OF THE BOARD — J. C. WILLEVER, FIRST VICE-PRESIDENT

CHECK	
ACCT'G INFMN.	
TIME FILED	

Send the following message, subject to the terms on back hereof, which are hereby agreed to

RECEIVED
JAN 29 1937
FOR FILING

191-e

SALEM, OREGON
JANUARY 9, 1937

H. C. BOTTS
TILLAMOOK, OREGON

COLLECT

PHOTOSTAT COPIES PAYROLLS REQUESTED YOUR LETTER WILL BE PREPARED ON RECEIPT REMITTANCE EIGHTY FIVE DOLLARS

STATE HIGHWAY COMMISSION

THE QUICKEST, SUREST AND SAFEST WAY TO SEND MONEY IS BY TELEGRAPH OR CABLE

Tracy Elliott
Sam Hultman
Clay Isham
D. M. McDade
Joseph S. Swenson
Jack Kalis
Arthur Hudson
G. E. Blanchard

I wish to have a copy of Leonard's pay-roll so far as the time and employment of these men are concerned; that is, I would like to have the weekly record for each man, showing the number of hours he worked, amount of pay, and what kind of work he was paid for.

If there is any charge for getting this out I will pay for it, but I would like to have the information as soon as you can get it out conveniently as a suit has been started in reference to these.

Yours very truly,

H. T. Botts
H. T. Botts.

HTB:VR

LAW OFFICES OF
H. T. Botts
PHONE 26
TILLAMOOK, OREGON

RECEIVED
JAN 9 1937
OREGON
STATE HIGHWAY COMMISSION

January 8, 1937.

H. B. Glaisyer, Secretary,
State Highway Commission,
Salem, Oregon.

Dear Mr. Glaisyer:

I am representing the following laborers who did work for Chas. H. Leonard under contract No. 1754 on the Wilson River Highway in this county.

Clarence E. Anderson
Raleigh Carroll
Arthur E. Cook
Chas. W. Cooper
Frank L. Frye
Lee Gaeley
Eddie Hayes
David D. Jones
Furman McCoy
Morris Olson
Chas. X. Peterson
George L. Peterson
Jack Reynolds
Chas. F. Smith
Martin Stepnak
Paul Vanderpool
Mike Dyminski
Irvin Elliott
Tracy Elliott
Sam Hultman
Clay Isham
D. M. McDade
Joseph S. Swenson
Jack Kalis
Arthur Hudson
G. E. Blanchard

REFERRED Mr. Probert BY SECRET.

I wish to have a copy of Leonard's pay-roll so far as the time and employment of these men are concerned; that is, I would like to have the weekly record for each man, showing the number of hours he worked, amount of pay, and what kind of work he was paid for.

If there is any charge for getting this out I will pay for it, but I would like to have the information as soon as you can get it out conveniently as a suit has been started in reference to these.

Yours very truly,
H. T. Botts.
H. T. Botts.

HTB:VR

RECEIVED
JAN 4 1937
FOR FILING

191-C

#1754

January 2, 1937

Great American Indemnity Company,
Harvey Wells Insurance Agency, Agents,
Failing Building,
Portland, Oregon.

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to Chas. H. Leonard in connection with Contract No. 1754 for the construction of the Brooks-Jordan Creek Section of the Wilson River Highway in Tillamook County. This payment will be made on or after January 12, 1937.

Kindly acknowledge receipt of this letter.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary.

Dict. by J. McFarland.

CONTRACT #1754,
1760,

WPH 191-C Brooks-Jordan Cr. Sec. 1935
1754
1760
Folder # 1

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rings
d
erator,
cents
ch

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE
[illegible] SYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
F. D. EASON, DIVISION ENGINEER
SALEM

RECEIVED
DEC 30 1936
FOR FILING
191-

December 29, 1936

IN REPLY PLEASE
REFER TO FILE NO
29-1009

NOTED
State Highway Engineer

Mr. R. H. Baldock,
State Highway Engineer,
Office.

Attention: Mr. H. G. Smith.

Dear Sir:

We are handing to J. W. McCallister the following data supporting the final estimate on the Brooks-Jordan Creek Section of the Wilson River Highway, contract No. 1754:

1	Book Platted Cross Sections (Roadbed)
1	Book Platted Cross Sections (Culverts)
1	Book Platted Cross Sections, Miscellaneous
1	Book Computation Sheets (Roadbed)
1	Book Field Notes, Levels
1	Book Computation Sheets (Culverts)
1	Book Field Notes, Cross Section
1	Book Field Notes (Culverts)
1	Book Field Notes, Remeasurement and Miscellaneous
1	Final Profile (Tracing)
1	Mass Diagram (Final)
1	Final Construction Map, White Print

Four copies of the estimate and three copies of the quantity summary sheet are being transmitted to the office of S. H. Probert. There is attached a copy of the engineer's explanation for overruns and underruns exceeding 10 per cent of the preliminary estimate. Mr. Scott has retained the transit notes, as they are needed in connection with a surfacing project recently awarded in that vicinity. Final payment to the contractor is to be withheld until notification by this office that certain clean-up work has been completed.

Yours very truly,

F. D. EASON,
Division Engineer.

By

G. W. ROSS,
Office Engineer.

GWR:AM
cc R. H. Baldock
S. H. Probert
J. W. McCallister
J. W. Nash

Nehalem,Oregon,

December 24th,1936

29-1000
Contract # 1754
WPH 191-C

RECEIVED
DEC 28 1936
DIVISI[illegible]INEER

Mr F.D.Mason,

Division Engineer,

Oregon State Highway Dept.,

Salem,Oregon,

Dear Sir;

The following is in explanation of over runs and under runs of more than 10% on contract # 1754 for clearing and grading the Brooks-Jordan Creek Section of the Wilson River Highway.

Felling Danger Trees:Over run 15.61%.This is in the Tillamook Burn of 1933 and as nearly all trees were killed by fire and no move had been made yet to do logging, all leaning trees that could not be fell in any other way but across the road were cut down.This to prevent danger to travel as well as damage to roadbed and interruption to traffic at a later time.

Overhaul: Due to the fact that the bid was five cents per station yard for over haul and twenty five cents for truck haul,which prices are entirely out of line with usual bid prices,all possible overhaul had to be converted into truck haul on the basis of bid prices and the overhaul cut down to a minimum.32.10% under run.

Truck Haul:Underrun 20.27%,or about 11000 yd miles.About 7000 yard miles of this reduction was in elimination of cross haul from station 703 to station 736 to provide large ,heavy and hard rock for the fill at station 738 and hauling an equal amount of material from station 736 to the fill at Fall Creek at sta 705.Suitable rock could not be developed by testing before contract was let and it was thought that the rock had to come from station 703.However,suitable rock was found at sta 736 and the truck haul both ways eliminated.Other than this,the amount would have been within 10%.Also,slides at station 732-739 reduced both truck haul and overhaul.

Rounding cut banks:82.63% under run.Caused by using flat slopes from 3-1 to 6-1 which by specifications were not to be rounded.

Six inch Drain Tile and Rock Backfill:Over run of 451.20% and 833.20% respective Caused by many springs under fills which did not show when location was made in summer and many springs and streams being opened up in cuts.These seeps and streams and springs were all piped out and backfilled around tile for absorption.

Selected roadbed Topping and Hauling Topping.No suitable material was found and material which it was anticipated could be used was turned down by Testing Laborator As available material was not very good and the price was 50 cents per yard and 25 cents per yard mile for haul,this would run into about the same price as crushed and much better material on a surfacing contract to be let about the time this contract was completed.For this reason ,no topping was put on under the grading contract.

Yours truly,

J.H.Scott

J.H.Scott

Resident Engineer

RECEIVED
DEC 22 1936
FOR FILING

191 c

December 22, 1936

Henderson & Warner
Attorneys at Law
Yeon Building
Portland, Oregon

Attention: H. J. Warner

Gentlemen:

Acknowledgment is made of your recent letter of December 18th, concerning the Chas. H. Leonard contract No. 1754, Brooks-Jordan Creek Section in Tillamook County.

You are advised that this contract was completed on October 6th and was accepted on October 17th, 1936.

Final payment has not yet been made. The retained percentage is $14,892.00, however this amount may be changed when the final estimate has been computed.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

JM:JH

#1754
Tello. Co

LAW OFFICE
HENDERSON & WARNER
YEON BUILDING
PORTLAND, OREGON

WILBER HENDERSON
H. J. WARNER

December 16, 1936

Mr. H. B. Glaisyer, Secretary
State Highway Commission
Salem, Oregon

Dear Mr. Glaisyer:

In re: Charles H. Leonard, Contractor.
Contract No. 1754.

As attorneys for the Great American Indemnity Company, surety on the above contract, will you please advise us at your earliest convenience, the following:

$14,892.00

1. The amount, if any, due the contractor from the state on the above contract, which is retained at this time by the commission;

2. The date adopted by you as the completion of the work; Oct. 2.

3. If formal acceptation of the work has been made by the Commission, the date thereof.

Yours truly,

HENDERSON & WARNER

By H. J. Warner

HJW:LP

RECEIVED
DEC 22 1936
FOR FILING

#1754

191-C

December 21, 1936

Great American Indemnity Company
Harvey Wells Insurance Agency
Failing Building
Portland, Oregon

Gentlemen:

We are attaching a copy of notice of claim of Frank Bogenich against the bond furnished by Charles H. Leonard in connection with State Highway Commission Contract No. 1754 covering grading on the Brooks-Jordan Creek Section of the Wilson River Highway in Tillamook County. This claim amounts to $50.00 and represents labors and services furnished the contractor.

This information is given you inasmuch as you appear as surety on the bond involved.

Very truly yours,

H. B. Glaisyer
Secretary

AM

cc - Mr. Charles H. Leonard
Albany, Oregon

December 21, 1936

Honorable Earl Snell
Secretary of State
Building

Dear Sir:

This acknowledges receipt of your letter of December 17, 1936, with attached copies of notice of claim which has been filed by Frank Begenich against the bond taken from Charles H. Leonard in connection with State Highway Commission Contract No. 1754 which was awarded to Charles H. Leonard for grading on the Brooks-Jordan Creek Section of the Wilson River Highway in Tillamook County.

In accordance with our usual practice we are today sending copies of this notice to the contractor and the surety.

Very truly yours,

HBG:AM

H. B. Glaisyer
Secretary

RECEIVED
DEC 1
OREGON
STATE HIGHWAY COMMISSION

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

December 17, 1936

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

There are enclosed for your information and files three copies of a notice of claim by Frank Begenich for $50.00 against the bond taken from Charles H. Leonard, principal, and Great American Indemnity Company, surety, for work on the Wilson River Highway and the assignment of same to Green & Tanner which was filed in this office on December 12, 1936.

Please acknowledge receipt of the copies.

Yours very truly,

Earl Snell

Secretary of State

S:FM
encs. 3

COPY

State of Oregon
Care Secretary of State
Salem, Oregon

Notice is hereby given that the undersigned Frank Begenich, has a claim for labor and services furnished in the sum of $50.00 against the bond taken from Charles H. Leonard, principal, and Great American Indemnity Company, surety, for the construction of the Wilson River Highway.

FRANK BEGENICH
Address: 1003 Corbett Building
Portland, Oregon

I, the undersigned, individually, in consideration of One ($1.00) Dollar, in hand paid, receipt of which is hereby acknowledged, said consideration having been paid by the assignee set forth herein, hereby assign my claim against Charles H. Leonard, the same being for work, labor and services performed for said contractor on the Wilson River Highway, to Green & Tanner, the approximate amount of my claim being written after my signature.

Dated this 11 day of December, 1936.

Amount $50.00

FRANK BEGENICH

Endorsed: File No. 2591
Filed December 12, 1936
EARL SNELL
Secretary of State

#1754

GREEN, TANNER & BOESEN
LAWYERS

B. A. GREEN
K. C. TANNER
CHRIS BOESEN

ATWATER 8346

1003 CORBETT BUILDING
PORTLAND, OREGON

RECEIVED

191-C

December 9, 1936

Oregon State Highway Commission
Salem, Oregon

Attention H. B. Glaisyer, Secretary

Gentlemen:

We enclose herewith affidavit on behalf of various workmen, which is in addition to claimants listed in an affidavit forwarded to you on November 13, 1936, being claims against Charles H. Leonard, contractor on the Wilson River Highway. This is in compliance with your letter of December 4, 1936.

Yours very truly

GREEN, TANNER & BOESEN
and L. V. LUNDBURG

By L. V. Lundburg

REFERRED TO Mr Duncan
BY SECRETARY

BH
Encl.

NOTED

STATE OF OREGON,)
) SS.
County of Multnomah,)

AFFIDAVIT

I, L. V. Lundburg, being first duly sworn, depose and say that I am one of the attorneys representing the following persons:

Claud M. Day	$80.00
G. E. Blanchard	336.00
Frank M. Ames	118.60
Albert Lunow	134.25
Wm. F. Lunow	124.75
Herman Moeller	50.50
Frank Begenich	100.00

That I have been informed and believe, and have received the statement from each one of these men, that they each have due from Charles H. Leonard, contractor for the Wilson River Highway, and the bondsman of this contractor, the approximate sum set opposite each of said names for work, labor and services rendered between the dates of September, 1934, and December, 1935, these claims being against Charles H. Leonard and Great American Indemnity Company, surety, in relation to the work on said Wilson River Highway; that I make this affidavit for the purpose of securing a certified copy of said contract and the bond for said claimants above named on said work.

Subscribed and sworn to before me this 9th day of December, 1936.

Notary Public for Oregon

My commission expires: 10/28/40

December 5, 1936

Great American Indemnity Company
Harvey Wells Insurance Agency
Failing Building
Portland, Oregon

Gentlemen:

This is to inform you that we have received notice of the following additional claims against Charles E. Leonard, contract No. 1754, for grading on the Brooks-Jordan Creek Section of the Wilson River Highway in Tillamook County:

Claude M. Day	$80.00
G. E. Blanchard	936.00
Frank E. Ames	118.60
Albert Lemoy	134.25
Wm. F. Lemoy	124.75
Herman Moeller	50.50

This information comes from Green, Tanner & Boesen and L. V. Lundburg, Lawyers, 1003 Corbett Building, Portland, and is being sent to you since you appear as surety on the bond.

Very truly yours,

H. B. Glaisyer
Secretary

HBG:AM

cc - Mr. Charles Leonard

December 4, 1936

Green, Tanner & Boesen and L. V. Lundburg
Lawyers
1003 Corbett Building
Portland, Oregon

Attention: L. V. Lundburg

Gentlemen:

Reply is made to your letter of the 3rd instant inquiring whether or not it will be necessary to furnish additional affidavits covering the six additional claims mentioned in your letter, being claims against Contractor Charles H. Leonard and arising out of his contract with the State Highway Commission for the construction of a portion of the Wilson River Highway.

It is my suggestion that you file affidavits of these claims with the Secretary of State in the same manner a that you filed the other claims. We will understand that you do not desire an additional certified copy of the contract.

Very truly yours,

H. B. Glaisyer
Secretary

HBG:AM

GREEN, TANNER & BOESEN
LAWYERS

B. A. GREEN
K. C. TANNER
CHRIS BOESEN

ATWATER 5646
[illegible]77

1003 CORBETT BUILDING
PORTLAND, OREGON

December 3, 1936

RECEIVED
DEC 4 1936
OREGON
STATE HIGHWAY COMMISSION

State Highway Department
State of Oregon
Salem, Oregon

Attention H. B. Glaisyer, Secretary

Gentlemen:

On November 13, 1936, we sent you an affidavit on behalf of P. A. Butts and other workmen for the purpose of securing a copy of the contract and bond between the State Highway Commission and Charles H. Leonard, contractor, for a portion of the Wilson River Highway. Since forwarding that affidavit, the following claims have been turned over to us, which are in addition to those set forth in the affidavit sent you on November 13:

Claud M. Day	$80.00
G. E. Blanchard	336.00
Frank M. Ames	118.60
Albert Lunow	134.25
Wm. F. Lunow	124.75
Herman Moeller	50.50

Will it be necessary for us to furnish you an additional affidavit covering these six claims listed above? We do not desire another copy of the contract, but do want to comply with Section 49-701, Oregon Laws, 1930.

Yours very truly

GREEN, TANNER & BOESEN
and L. V. LUNDBURG

By L. V. Lundburg

LVL:BH

RECEIVED
NOV 27 1936
FOR FILING

191-C

November 25, 1936

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed two signed copies of project agreement for the Brooks-Jordan Creek Section, FA Project No. 191-C.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/[illegible]

Encl.

#1760

RECEIVED
NOV 23 1936
FOR FILING

191-e

November 23, 1936

United States Fidelity & Guaranty Company,
G. B. Eckles, Agent,
Bedell Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 1760 for the construction of the Brooks-Jordan Creek Section of the Wilson River Highway in Tillamook County, has been completed by the contractors, Dolan Construction Company, and that final settlement will be made by the State with said contractors for work done under said contract on or after December 3, 1936.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as you appear as surety on the bond furnished by the above contractors. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractors in connection with this contract will be $18,255.20, including the final payment, Of this amount $203.80 was for force account work.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary.

Dict. by J. McFarland.

#1754

RECEIVED
NOV 21 1936
FOR FILING

191-e

November 20, 1936

Mr. Charles E. Leonard
1140 West 12th Street
Albany, Oregon

Dear Sir:

I am inclosing for your information a copy of an affidavit received on November 14, 1936, from Green, Tanner & Boesen and L. V. Lundburg.

Very truly yours,

E. B. Glaisyer
Secretary

AM
encl.

cc - Great American Indemnity Co.
Harvey Wells Insurance Agency
Failing Bldg.
Portland, Oregon

November 20, 1936

Green, Tanner & Boesen and L. V. Lundburg
1003 Corbett Building
Portland, Oregon

Gentlemen:

We are forwarding to you today by express a certified copy of contract and bond covering 4.17 miles grading on the Brooks-Jordan Creek Section of the Wilson River Highway in Tillamook County which was awarded to Charles H. Leonard by the Oregon State Highway Commission on September 5, 1936, contract No. 1754.

This contract was completed on October 6, 1936, and was accepted by the Commission on October 17, 1936.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By
Secretary

HBG:AM

GREEN, TANNER & BOESEN
LAWYERS

B. A. GREEN
K. C. TANNER
CHRIS BOESEN

ATWATER 3348
[redacted]77

1003 CORBETT BUILDING
PORTLAND, OREGON

November 13, 1936

State Highway Department
State of Oregon
Salem, Oregon

Gentlemen:

We are enclosing herewith affidavit on behalf of P. A. Butts and other workmen, which affidavit is sent to you for the purpose of securing a copy of the contract and bond between the State Highway Department and Charles H. Leonard, contractor, for a portion of the Wilson River Highway. This affidavit is sent you, as provided by Section 49-701, Oregon Laws, 1930. We would appreciate receiving a copy of the contract and bond in this case. We also wish you would advise when this contract was completed.

Yours very truly

GREEN, TANNER & BOESEN
and L. V. LUNDBURG

Completed Oct. 6. 1936 By L. V. Lundburg
accepted Oct. 17. 1936

LVL:BH
Encl.

STATE OF OREGON,)
) ss.
County of Multnomah,)

AFFIDAVIT

I. L. V. Lundburg, being first duly sworn, depose and say that I am one of the attorneys representing the following persons:

P. A. Butts	$92.80
Cecil Gabit	81.60
J. E. Bell	95.20
G. W. Daley	48.00
Elmer Williams	48.00
J. N. White	285.00
J. R. Conahan	108.00
E. F. Worthing	108.00
Eugene Laurence	42.52
L. E. Partridge	25.25
Wm. Lindley	86.00
Charles Illingworth	100.50
M. R. Ford	40.50
T. W. Conner	120.00
James D. Grimes	116.00

That I have been informed and believe, and have received the statement from each one of these men, that they each have due from Charles H. Leonard, contractor for the Wilson River Highway, and the bondsman of this contractor, the approximate sum set opposite each of said names for work, labor and services rendered between the dates of September, 1935, and December, 1935, , these claims being against said Charles H. Leonard and , said bondsman, in relation to the work on said Wilson River Highway; that I make this affidavit for the purpose of securing a certified copy of said contract and the bond for said claimants above named on said work.

L V Lundburg

Subscribed and sworn to before me this 2 day of ~~October,~~ Nov 1936.

Notary Public for Oregon

My commission expires:

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FOR FILING

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE REFER TO FILE No. No. 8

POST OFFICE BUILDING
PORTLAND, OREGON

191-C

November 13, 1936

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Final inspection of Oregon WPH Project No. 191-C, Brooks-Jordan Section, Wilson River Road, Tillamook County, was made by a representative of this office on October 27, 1936. Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By LJCaufield
L. J. Caufield
Highway Engineer

Ton

#1754

191-C

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FOR FILING

JESSE S. PHILLIPS
CHAIRMAN OF THE BOARD

WILLIAM H. KOOP
PRESIDENT

PACIFIC DEPARTMENT

**Great American
Indemnity Company
New York**

DANIEL McPEAK
ALFRED W. HILLBACK
MANAGERS

233 SANSOME STREET
SAN FRANCISCO, CAL.
TELEPHONE EXBROOK 0360

HARVEY WELLS INSURANCE AGENCY
GENERAL AGENTS
412 FAILING BUILDING

PORTLAND, OREGON

November 12, 1936

Mr. H. B. Glaisyer
Oregon State Highway Commission
Salem, Oregon.

Dear Sir:

Re: Chas. H. Leonard
Contract No. 1754

You recently furnished us with information regarding claims made against Charles H. Leonard on the above contract.

In order that you may know that proper attention is being given this matter, we wish to advise that Mr. Leonard has placed this in the hands of Attorney Harold Warner, Yeon Bldg., Portland, Oregon, who will represent him as well as the Great American Indemnity Company.

Yours very truly,

HARVEY WELLS INSURANCE AGENCY

By John H Barnell
Manager, Surety Department

jhb/s

#1754

RECEIVED
NOV 13 1936
FOR FILING

191-C

November 10, 1936

Honorable Earl Snell
Secretary of State
BUILDING

Dear Mr. Snell:

I wish to acknowledge receipt of your letter of November 9 inclosing three copies of a notice of claim of Frank Seward, Tillamook, against the bond taken by Chas. H. Leonard covering construction work on the Brooks-Jordan Creek Section of the Wilson River Highway in Tillamook County, being contract No. 1754. It is noted that the claim is in the amount of $952.45.

I am forwarding a copy of this notice to the contractor and the surety on the bond.

Very truly yours,

H. B. Glaisyer
Secretaryq

HBG:AM

November 10, 1936

Great American Indemnity Company
Harvey Wells Insurance Agency
Failing Building
Portland, Oregon

Gentlemen:

I am inclosing for your information a copy of a notice of claim that has been filed in the office of the Secretary of State by Frank Seward, Tillamook, Oregon, against the bond furnished the State by Chas. H. Leonard, contract No. 1754, for construction work on the Brooks-Jordan Creek Section of the Wilson River Highway in Tillamook County.

This information is given you since our records disclose that you are surety on the above mentioned bond.

Very truly yours,

H. B. Glaisyer
Secretary

HBG:AM

encl.

cc - Mr. Chas. H. Leonard

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

RECEIVED
NOV 10 1936

November 9, 1936

Oregon State Highway Commission
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

There are enclosed for your information and files, three copies of a notice of claim by Frank Seward for $952.45 against the bond taken from Chas. H. Leonard, principal, and Great American Indemnity Company, surety, for work on the Brooks-Jordan Creek Section of the Wilson River Highway, contract No. 1754, which was filed in this office on November 4th.

Please acknowledge receipt of the copies.

Yours very truly,

Earl Snell
Secretary of State

S:FM
encs. 3

COPY

Law Offices of

H. T. BOTTS

Phone 26
Tillamook, Oregon
October 23, 1936.

To
The State of Oregon,

To
Earl Snell, Secretary of State
of the State of Oregon,

And To
The State Highway Commission
of the State of Oregon,
Salem, Oregon.

NOTICE IS HEREBY GIVEN That the undersigned Frank Seward has a claim against the bond taken from Chas. H. Leonard, principal, and Great American Indemnity Company, surety, covering the work of construction of the Brooks-Jordan Creek section in the Wilson River Highway in Tillamook County, Oregon, under contract No. 1754.

The claim of undersigned is for the doing of 1482 hours of skilled carpenter work done under employment by the said Chas. H. Leonard upon said contract during the time beginning September 10, 1935, and ending June 20, 1936, the amount of said claim being for $952.45, the balance unpaid for such work.

FRANK SEWARD

Endorsed: File No. 2566
Filed November 4, 1936
EARL SNELL,
Secretary of State

#1754

RECEIVED
NOV 13 1936
FOR FILING

191-C

November 10, 1936

Honorable Earl Snell
Secretary of State
BUILDING

Dear Mr. Snell:

I wish to acknowledge receipt of your letter of November 9 inclosing three copies of a notice of claim by J. C. Douglas against the bond taken by Chas. H. Leonard covering construction work on the Brooks-Jordan Creek Section of the Wilson River Highway in Tillamook County, being contract No. 1754. It is noted that the claim is in the amount of $363.00

I am forwarding a copy of this notice to the contractor and the surety on the bond.

Very truly yours,

H. B. Glaisyer
Secretary

HBG:AE

November 10, 1936

Great American Indemnity Company
Harvey Wells Insurance Agency
Failing Building
Portland, Oregon

Gentlemen:

I am inclosing for your information a copy of a notice of claim that has been filed in the office of the Secretary of State by J. C. Douglas, Tillamook, Oregon, against the bond furnished the State by Chas. H. Leonard, contract No. 1734, for construction work on the Brooks - Jordan Creek Section of the Wilson River Highway in Tillamook County.

This information is given you since our records disclose that you are surety on the above mentioned bond.

Very truly yours,

H. B. Glaisyer
Secretary

HBG:AM

encl.

cc- Chas. H. Leonard

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

[illegible] 1936

November 9, 1936

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen:

There are enclosed for your information and files three copies of a notice of claim by J. C. Douglas for $363.00 against the bond taken from Chas. H. Leonard, principal, and Great American Indemnity Company, surety, for work on the Brooks-Jordan Creek Section of the Wilson River Highway in Tillamook County, contract No. 1754, which was received from H. T. Botts, Attorney, Tillamook, Oregon, and filed in this office on November 4th.

Please acknowledge receipt of the copies.

Yours very truly,

Earl Snell
Secretary of State

[illegible]:FM
encs. 3

COPY

Law Offices of
H. T. BOTTS
Phone 26
Tillamook, Oregon
October 23, 1936.

To
The State of Oregon,

To
Earl Snell, Secretary of State
of the State of Oregon,

And To
The State Highway Commission
of the State of Oregon,
Salem, Oregon.

NOTICE IS HEREBY GIVEN That the undersigned J. C. Douglas has a claim against the bond taken from Chas. H. Leonard, principal, and Great American Indemnity Company, surety, covering the work of construction of the Brooks-Jordan Creek section in the Wilson River Highway in Tillamook County, Oregon, under contract No. 1754.

The claim of undersigned is for the doing of 1612 hours of rough carpenter work done under employment by the said Chas. H. Leonard upon said contract during the time beginning September 10, 1935, and ending July 25, 1936, the amount of said claim being for $363.00, the balance unpaid for such work.

J. C. DOUGLAS

Endorsed: File No. 2567
Filed November 4, 1936
EARL SNELL,
Secretary of State

#1754

RECEIVED
NOV 13 1936
FOR FILING
191-C

November 10, 1936

Great American Indemnity Company
Harvey Wells Insurance Agency
Failing Building
Portland, Oregon

Gentlemen:

I am inclosing for your information a copy of a notice of claim that has been filed in the office of the Secretary of State by John Kaser, Tillamook, Oregon, against the bond furnished the State by Chas. H. Leonard, contract No. 1754, for construction work on the Brooks-Jordan Creek Section of the Wilson River Highway in Tillamook County.

This information is given you since our records disclose that you are surety on the above mentioned bond.

Very truly yours,

H. B. Glaisyer
Secretary

HBG:AM
encl.

cc - Mr. Chas. H. Leonard

November 10, 1936

Honorable Earl Snell
Secretary of State
BUILDING

Dear Mr. Snell:

I wish to acknowledge receipt of your letter of November 9 inclosing three copies of a notice of claim of John Kaser, Tillamook, against the bond taken by Chas. H. Leonard covering construction work on the Brooks-Jordan Creek Section of the Wilson River Highway in Tillamook County, being contract No. 1754. It is noted that the claim is in the amount of $283.50.

I am forwarding a copy of this notice to the contractor and the surety on the bond.

Very truly yours,

H. B. Glaisyer
Secretary

HBG:AM

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

NOV 1[illegible] 1936

November 9, 1936

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

There are enclosed for your information and files, three copies of a notice of claim by John Kaser for $283.50 against the bond taken from Chas. H. Leonard, principal, and Great American Indemnity Company, surety, for work on the Brooks-Jordan Creek Section of the Wilson River Highway, contract No. 1754, which was filed on November 4th.

Please acknowledge receipt of the copies.

Yours very truly,

Earl Snell
Secretary of State

S:FM
encs. 3

COPY

Law Offices of

H. T. BOTTS

Phone 26

Tillamook, Oregon

October 23, 1936.

To
The State of Oregon,

To
Earl Snell, Secretary of State
of the State of Oregon,

And To
The State Highway Commission
of the State of Oregon,
Salem, Oregon.

NOTICE IS HEREBY GIVEN That the undersigned John Kaser has a claim against the bond taken from Chas. H. Leonard, principal, and Great American Indemnity Company, surety, covering the work of construction of the Brooks-Jordan Creek section in the Wilson River Highway in Tillamook County, Oregon, under contract No. 1754.

The claim of undersigned is for the doing of 40 hours' work as rough carpenter, 357 hours' work as powder man in heavy rock, and 354 hours' work as powder man miscellaneous, including light solid rock done under employment by the said Chas. H. Leonard upon said contract during the time beginning October 1, 1935, and ending February 15, 1936, the amount of said claim being for $283.50, the balance unpaid for such work.

JOHN KASER

Endorsed: File No. 2565
Filed November 4, 1936
EARL SNELL,
Secretary of State

#1754

RECEIVED
NOV 13 1936
FOR FILING

191-C

November 10, 1936

Honorable Earl Snell
Secretary of State
BUILDING

Dear Mr. Snell:

I wish to acknowledge receipt of your letter of November 9 inclosing three copies of a notice of claim by David D. Jones, Tillamook, Oregon, against the bond taken by Chas. H. Leonard covering construction work on the Brooks-Jordan Creek Section of the Wilson River Highway in Tillamook County, being contract No. 1754. It is noted that the claim is in the amount of $104.00.

I am forwarding a copy of this notice to the contractor and the surety on the bond.

Very truly yours,

H. B. Glaisyer
Secretary

HBG:AM

November 10, 1936

Great American Indemnity Company
Harvey Wells Insurance Agency
Failing Building
Portland, Oregon

Gentlemen:

I am inclosing for your information a copy of a notice of claim that has been filed in the office of the Secretary of State by David B. Jones, Tillamook, Oregon, against the bond furnished the State by Chas. H. Leonard, contract No. 1734, for construction work on the Brooks-Jordan Creek Section of the Wilson River Highway in Tillamook County.

This information is given you since our records disclose that you are surety on the above mentioned bond.

Very truly yours,

H. B. Glaisyer
Secretary

HBG:AM

encl.

cc - Chas. H. Leonard

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

NOV 10 1936

November 9, 1936

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

There are enclosed for your information and files, three copies of a notice of claim by David D. Jones for $104.00 against the bond taken from Chas. H. Leonard, principal, and Great American Indemnity Company, surety, for work on the Brooks-Jordan Creek section of the Wilson River Highway, contract No. 1754, which has been received from H. T. Botts, Attorney, Tillamook, Oregon, and filed today.

Please acknowledge receipt of the copies.

Yours very truly,

Earl Snell
Secretary of State

S:FM
encs. 3

COPY

Law Offices of

H. T. BOTTS

Phone 26

Tillamook, Oregon

November 7, 1936.

To
The State of Oregon,

To
Earl Snell, Secretary of State
of the State of Oregon,

And To,
The State Highway Commission
of the State of Oregon,
Salem, Oregon

NOTICE IS HEREBY GIVEN That the undersigned David D. Jones has a claim against the bond taken from Chas. H. Leonard, principal, and Great American Indemnity Company, surety, covering the work of construction of the Brooks-Jordan Creek section in the Wilson River Highway in Tillamook County, Oregon, under contract No. 1754.

The claim of the undersigned is for the doing of 416 hours of intermediate grade labor consisting in the getting out of shakes, including riving thereof, for use on the job, and for this the undersigned claims pay at the rate of 75¢ per hour, and he was paid only 50¢ per hour, leaving a balance for which this claim is being made of $104.00.

DAVID D. JONES

Endorsed: File No. 2568
Filed November 9, 1936
EARL SNELL,
Secretary of State

RECEIVED
NOV 10 1936
FOR FILING

191-e

#1754

November 9, 1936

Mr. H. T. Botts
Attorney
Tillamook, Oregon

Dear Mr. Botts:

I wish to acknowledge receipt of your letter of the 7th instant inclosing a copy of the claim of David B. Jones against Charles H. Leonard, same arising out of Mr. Leonard's contract No. 1754 for the construction of Brooks-Jordan Creek Section of the Wilson River Highway in Tillamook County.

I am bringing this claim to the attention of Mr. Leonard and the surety on the bond which is the Great American Indemnity Company, Harvey Wells Insurance Agency, Failing Building, Portland, Oregon.

Very truly yours,

H. B. Glaisyer
Secretary

HBG:AM

November 9, 1936

Great American Indemnity Company
Harvey Wells Insurance Agency
Failing Building
Portland, Oregon

Gentlemen:

Attached hereto is a notice of claim which has been filed by David D. Jones against the bond furnished by Charles H. Leonard in connection with State Highway Contract No. 1754 covering construction work on the Brooks-Jordan Creek Section of the Wilson River Highway in Tillamook County. This claim amounts to $104.00.

This information is given you inasmuch as you appear as surety on the bond involved.

Very truly yours,

H. B. Glaisyer
Secretary

HBG:AM
encl.

cc - Mr. Charles H. Leonard

LAW OFFICES OF
H. T. Botts
PHONE 26
TILLAMOOK, OREGON

November 7, 1936.

RECEIVED
NOV 9 1936
OREGON
STATE HIGHWAY COMMISSION

H. B. Glaisyer, Secretary,
State Highway Commission,
Salem, Oregon.

Dear Sir:

I enclose herewith claim of David D. Jones against Chas. H. Leonard, contractor with the State Highway Commission under contract No. 1754 for the construction of a part of the Wilson River Highway in Tillamook County.

This notice is being given in accordance with Section 67-1101, Oregon Code, as amended, for the purpose of preserving rights of the claimant against the contractor's surety, the Great American Indemnity Company.

Yours very truly,

H. T. Botts.

HTB:VR
Encl.

ACKNOWLEDGED
H. B. GLAISYER

November 7, 1936.

To
The State of Oregon,

To
Earl Snell, Secretary of State
of the State of Oregon,

And To,
The State Highway Commission
of the State of Oregon,
Salem, Oregon.

NOTICE IS HEREBY GIVEN That the undersigned David D. Jones has a claim against the bond taken from Chas. H. Leonard, principal, and Great American Indemnity Company, surety, covering the work of construction of the Brooks-Jordan Creek section in the Wilson River Highway in Tillamook County, Oregon, under contract No. 1754.

The claim of the undersigned is for the doing of 416 hours of intermediate grade labor consisting in the getting out of shakes, including riving thereof, for use on the job, and for this the undersigned claims pay at the rate of 75¢ per hour, and he was paid only 50¢ per hour, leaving a balance for which this claim is being made of $104.00.

David D. Jones

#1754

RECEIVED
NOV 9 1936
FOR FILING

191-C

November 9, 1936

Associated Oil Company,
Pittock Block,
Portland, Oregon.

Attention: Mr. J. H. Dalton.

Gentlemen:

Reference is made to your letter of November 6th concerning Contract No. 1754, Brooks-Jordan Creek Section of the Wilson River Highway in Tillamook County, 4.17 miles of Grading.

You are advised that this contract was awarded to Mr. Chas. H. Leonard, Albany, and not to Mr. Fred H. Slate.

The completion date of the contract was Oct, 31, 1936, however, the work was completed October 6, 1936 and the contract was accepted October 16, 1936.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary.

Dict. by J. McFarland.

3408 10M 11-35

ASSOCIATED OIL COMPANY

866-78 PITTOCK BLOCK

PORTLAND, OREGON

November 6, 1936

RECEIVED
NOV 1936
OREGON

Mr. H.B. Glaisyer, Secretary,
Oregon State Highway Commission,
Salem, Oregon

Attention - Mr. J. McFarland

Re: Fred H. Slate
Job #1754

Dear Sir:

This refers to our letter of November 4th and your reply of November 5th.

Requesting the information in our letter of November 4th, this department made an error in the job number, showing same as 1734 when in reality the number of the job should be 1754 covering Brooks-Jordan Creek section of the Wilson River Highway.

We are indeed sorry that we made this error, and we are wondering if you can advise us the extension date on this job, which our file discloses was to have been completed October 31, 1936.

Very truly yours,

ASSOCIATED OIL COMPANY

J.H. Dalton

J.H. DALTON
Oregon Division Credit Manager

HLA:LH

#1754

RECEIVED
NOV 5 1936
FOR FILING

191-C

November 4, 1936

Great American Indemnity Company
Harvey Wells Insurance Agency
Failing Building
Portland, Oregon

Gentlemen:

The State Highway Commission has today received a notice from David D. Jones of his claim against Charles H. Leonard for services rendered in connection with the construction of the Brooks-Jordan Creek Section of the Wilson River Highway, State Highway Commission contract No. 1754.

A copy of this claim is inclosed for your information. This is being sent to you inasmuch as you appear as surety on the bond furnished by Charles H. Leonard in connection with this job.

Very truly yours,

H. B. Glaisyer
Secretary

AM

cc - Mr. Charles H. Leonard

encl.

November 4, 1936

Mr. David D. Jones
816 East 7th Street
Tillamook, Oregon

Dear Mr. Jones:

This acknowledges receipt of your letter of the 2nd instant advising that you have a claim against contractor Charles H. Leonard for services rendered him in connection with his contract with the State Highway Commission for the construction of the Brooks-Jordan Creek Section of the Wilson River Highway in Tillamook County, contract No. 1754.

In connection with this job Mr. Leonard furnished the State with a surety bond for the protection of claims against this project, and we offer this bond to you for the protection of your claim. We would suggest that you file your claim with the local agents of the bonding company. The bond was written by the Great American Indemnity Company, Harvey-Wells Insurance Agency, Failing Building, Portland, Oregon; and also with the Secretary of State in accordance with Chapter 280, Laws of Oregon 1931, a mimeographed copy of which is inclosed.

Very truly yours,

H. B. Glaisyer
Secretary

HBG:AM

encl.

#1754

Tilla[illegible]k
Ore.
[illegible] 1936

H. B. Glaisyer - Dear Sir
I'm Writing in regard
To Chas H. Leonard
Contract 1754 [illegible]
I started working on this
Job on the first Day
About Sept 12-1934
On Sept 15-1935
Mr Forest Sargent Leonard's
[illegible] gave the
job of Cruising the
Timber and handling
a crew of five men
Making Boards to
Cover the Building
and I Preformed
This job until
November Twenty Sixt

of notices of claim
. G. Douglas, and John
rles H. Leonard in con-
1754 covering the con-
Highway in Tillamook

s you appear as surety

ure,

cc - Mr. Charles H. Leonard

#1754

For which I recieved
only Fifty Cents Per hour
and have ben informed
That I was intitled to
More Pay according
to The Contract
Thearefore I wish to
lay my Claim before
The Highway Commission
for whatever might
be rightly and duly
Comming to me
yours Respectively

David D. Joiner
516-E 7 st
Tillamook
Oregon

---

of notices of claim
J. G. Douglas, and John
arles H. Leonard in con-
. 1754 covering the con-
Highway in Tillamook

as you appear as surety

yours,

er

cc - Mr. Charles H. Leonard

#1754

RECEIVED
NOV 5 1936
FOR FILING
191-C

November 4, 1936

Great American Indemnity Company
Harvey Wells Insurance Agency
Failing Building
Portland, Oregon

Gentlemen:

We are attaching hereto copies of notices of claims which have been filed by Frank Seward, J. C. Douglas, and John Kaser against the bond furnished by Charles H. Leonard in connection with State Highway Contract No. 1754 covering the construction of a part of the Wilson River Highway in Tillamook County.

This information is given you as you appear as surety on the bond involved.

Very truly yours,

H. B. Glaisyer
Secretary

AM

encl.

cc - Mr. Charles H. Leonard

November 4, 1936

Mr. H. T. Botts
Attorney
Tillamook, Oregon

Dear Sir:

This acknowledges receipt of your letter of November 2 inclosing claims of Frank Seward, J. C. Douglas and John Kaser against Charles H. Leonard contractor with the State Highway Commission, under contract No. 1754 for the construction of a part of the Wilson River Highway.

I am today forwarding copies of the above mentioned claims to the Great American Indemnity Company, surety on the bond furnished by Mr. Leonard in connection with this job.

Very truly yours,

H. B. Glaisyer
Secretary

HBG:AM

LAW OFFICES OF
H. T. Botts
PHONE 26
TILLAMOOK, OREGON

November 2, 1936.

H. B. Glaisyer, Secretary,
State Highway Commission,
Salem, Oregon.

Dear Sir:

I enclose herewith claims of Frank Seward, J. C. Douglas, and John Kaser against Chas. H. Leonard, contractor with the State Highway Commission under contract No. 1754 for the construction of a part of the Wilson River Highway in Tillamook County.

This notice is being given in accordance with Section 67-1101, Oregon Code, as amended, for the purpose of preserving rights of the claimants against the contractor's surety, the Great American Indemnity Company.

Yours very truly,

H. T. Botts.

HTB:VR
Encls.

October 23, 1936.

To
The State of Oregon,

To
Earl Snell, Secretary of State
of the State of Oregon,

And To
The State Highway Commission
of the State of Oregon,
Salem, Oregon.

NOTICE IS HEREBY GIVEN That the undersigned Frank Seward has a claim against the bond taken from Chas. H. Leonard, principal, and Great American Indemnity Company, surety, covering the work of construction of the Brooks-Jordan Creek section in the Wilson River Highway in Tillamook County, Oregon, under contract No. 1754.

The claim of undersigned is for the doing of 1482 hours of skilled carpenter work done under employment by the said Chas. H. Leonard upon said contract during the time beginning September 10, 1935, and ending June 20, 1936, the amount of said claim being for $952.45, the balance unpaid for such work.

Frank Seward
By H. O. Bours, his attorney

October 23, 1936.

To
The State of Oregon,

To
Earl Snell, Secretary of State
of the State of Oregon,

And To
The State Highway Commission
of the State of Oregon,
Salem, Oregon.

NOTICE IS HEREBY GIVEN That the undersigned J. C. Douglas has aclaim against the bond taken from Chas. H. Leonard, principal, and Great American Indemnity Company, surety, covering the work of construction of the Brooks-Jordan Creek section in the Wilson River Highway in Tillamook County, Oregon, under contract No. 1764.

The claim of undersigned is for the doing of 1612 hours of rough carpenter work done under employment by the said Chas. H. Leonard upon said contract during the time beginning September 10, 1935, and ending July 25, 1936, the amount of said claim being for $363.00, the balance unpaid for such work.

J C Douglas
By H. T. Davis, his attorney

#1760

October 23, 1936.

To
The State of Oregon,

To
Earl Snell, Secretary of State
of the State of Oregon,

And To
The State Highway Commission
of the State of Oregon,
Salem, Oregon.

NOTICE IS HEREBY GIVEN That the undersigned John Kaser has a claim against the bond taken from Chas. H. Leonard, principal, and Great American Indemnity Company, surety, covering the work of construction of the Brooks-Jordan Creek section in the Wilson River Highway in Tillamook County, Oregon, under contract No. 1754.

The claim of undersigned is for the doing of 40 hours' work as rough carpenter, 357 hours' work as powder man in heavy rock, and 354 hours' work as powder man miscellaneous, including light solid rock done under employment by the said Chas. H. Leonard upon said contract during the time beginning October 1, 1935, and ending February 15, 1936, the amount of said claim being for $283.50, the balance unpaid for such work.

John Kaser
By H. S. Davis, his Attorney

191-e

#1760

RECEIVED
OCT 30 1936
FOR FILING

October 29, 1936

United States Fidelity & Guaranty Company,
G. B. Eckles, Agent,
Bedell Building,
Portland, Oregon.

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to Dolan Construction Company on Contract No. 1760 for the construction of the Brooks-Jordan Creek Section of the Wilson River Highway in Tillamook County. This payment will be made on or after November 7, 1936.

Kindly acknowledge receipt of this letter.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary.

Dict. by J. McFarland.

191-C

RECEIVED
OCT 28 1936
FOR FILING

October 26, 1936

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement for the Brooks-Jordan Creek Section, F. A. Project No. 191-C.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department Federal Aid Project No. 191-C

BROOKS-JORDAN CREEK SECTION OF THE
WILSON RIVER HIGHWAY IN TILLAMOOK COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, October 10, 1936

Note: Statement of completed work will be submitted prior to submission of final voucher.

New Work, Surfacing

21,200	cu. yds.	Rock in Sub-base and Base	$ 1.34	$ 28,408.00
6,800	cu. yds.	Rock in Top Course	1.34	9,112.00
400	cu. yds.	Filler	0.35	140.00
400	yd. mi.	Hauling Filler	0.15	60.00
200	M-Gal.	Sprinkling	1.50	300.00

Subtotal	$ 38,020
10% Engr. & Cont.	3,802
Total	$ 41,822

Length	4.168 miles
Cost per mile	$ 10,034

Federal Aid Funds Requested- - - - - - - - - - - - - - - - - -	$ 25,510 (61%)
State Funds- -	16,312
	$ 41,822

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920
State Funds for Maintenance: Chap. 41, laws 1927

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
F. D. EASON, DIVISION ENGINEER
SALEM

191-5

October 23, 1936

IN REPLY PLEASE
REFER TO FILE NO

29-1010

Mr. R. H. Baldock,
State Highway Engineer,
Office.

Attention: Mr. H. G. Smith.

Dear Sir:

We are transmitting to J. W. McCallister this date the following records in support of the final estimate on the Brooks-Jordan Creek Section of the Wilson River Highway, Contract No. 1760:

1 Roll Tabulation Sheets (Pipe Culverts)
1 Book Concrete Inspector's Reports
1 Set U.S. B.P.R. Form Emp #32
3 Sets Box Culvert Computations
1 Set Concrete Headwall Computations

Four copies of the estimate and three copies of the quantity summary sheet for both the final and semi-final estimates are being transmitted to the office of S. H. Probert. There is attached the engineer's explanation for overruns and underruns of items exceeding 10 per cent of the preliminary estimate.

Yours very truly,

F. D. EASON,
Division Engineer.

By

G. W. ROSS,
Office Engineer.

GWR:AM
cc R. H. Baldock
S. H. Probert
J. W. Nash
J. W. McCallister

NOTED
State Highway Engineer

Nehalem, Oregon,

October 17th 1936

20-1010
WPH 101-C
1760

RECEIVED
OCT 19 1936
DIVIS [illegible] EER

Mr F.D.Eason,

Division Engineer,

Oregon State Highway Dept.,

Salem, Oregon,

Dear Sir:

The following is in explanation of over runs or under runs of 10% or more on the final estimate on contract # 1700. Brooks-Jordan Creek Section of the Wilson River Highway.

24" extra strength corrugated iron pipe, preliminary 100 feet, final 84 feet.
By more favorable location after clearing was done, was able to reduce estimated length.
30" corrugated iron pipe: as above
36" extra strength corrugated iron pipe: as above
24" concrete pipe, original 80 lin feet, final 90 feet. When clearing was done, it was found that the grond fell away too fast and that longer pipe was needed.
30" concrete pipe, 100 lin feet on contract, 114 required: as above.
All other items within 10%

Yours truly,

J.E.Scott

Resident Engineer

R H BALDOCK

COST ANALYSIS TO OCTOBER 15, 1936

x

RECEIVED
FOR FILING

Wilson River Highway, Brooks-Jordan Creek Section,
Grading, Contract 1754, Prefix 29-1009

191-e

Chas. H. Leonard, Contractor
J. H. Scott, Resident Engineer

Item	Cost	Quantity	Unit Cost	Unit Bid	Gross Revenue
Clearing & Grubbing	$ 36,491.60	100%			$ 50,000.00
Felling Danger Trees	1,202.00	3,005 Sq. Ft.	0.40	0.50	1,502.50
Trench Excavation	7,771.20	6,476 Cu. Yd.	1.20	1.00	6,476.00
Common "	56,087.92	169,472 Cu. Yd.	0.33	0.50	84,736.00
Solid Rock Excavation	24,474.15	54,387 Cu. Yd.	0.45	0.50	27,193.50
Overhaul	6,488.88	216,296 Yd. Sta.	0.03	0.05	10,814.80
Truck Haul	7,527.50	34,216 Yd. Mi.	0.22	0.25	8,554.00
Finishing Roadbed & Slopes	9,500.40	4.17 Miles	2278.25	1000.00	4,170.00
Rounding Cutbanks	797.85	9,975 Lin. Ft.	0.08	0.10	1,997.50
6" Porous Drain Tile	608.50	1,378 Lin. Ft.	0.44	0.50	689.00
Rock Backfill in Drains	266.00	133 Cu. Yd.	2.00	2.00	266.00
Force Account Work	755.80				755.80
Sub-Total	$ 151,969.80				$ 197,154.90
Cook House and Lodging	21,406.80	20,044 Man Days	1.07	1.00	20,044.15
Store or Commissary	20,688.49				22,253.18
Cabins Rented	1,425.50				1,425.50
Work Done for Dolan	311.17				311.17
Wood Sold	1,800.00	300 Cords	6.00	Sold For 3.60	1,079.00
Sold Part of Camp to Montague					475.00
Sub-Total	$ 45,631.96				$ 45,588.00
TOTAL	$ 197,601.76				$ 241,123.27

Gross Revenue	$ 241,123.27
Total Cost	197,601.76
Net Profit	$ 43,521.51

Net Profit Equals 18% of Gross Revenue

NOTED

Contract 1754, Prefix 29-1009

DETAIL OF COST

Labor:		
Supervision (including Chas. Leonard 11 Mo. at $200)	$ 6,451.40	
Labor	108,996.43	
Mess House Labor	8,925.22	
Commissary Labor	1,107.00	
State Industrial Accident Insurance	3,831.43	
State Unemployment Insurance	871.40	
		$ 130,182.88
Material:		
6" Porous Drain Tile 1,385 Lin. Ft. at $0.12	166.20	
		166.20
Equipment Rental, Supplies and Miscellaneous:		
Equipment Rental	17,628.00	
Hired Trucks	1,771.00	
Gas, Oil & Grease	6,980.00	
Explosives	1,771.90	
Small Tools	1,354.25	
Miscellaneous Supplies	2,266.15	
Camp Construction Materials	2,365.65	
Mess House Supplies	10,622.02	
Commissary Supplies	18,781.49	
Freight & Cartage	875.00	
Bond and Insurance	2,129.24	
Attorney and Witness Fee	353.00	
Carpenters Claim for Higher Wages	375.00	
		67,272.68
COST GRAND TOTAL		$ 197,601.76

Contract 1754, Prefix 29-1009

REMARKS:

This contract was awarded Sept. 5, 1935; work was started Sept. 12th, and the job was completed Oct. 2, 1936.

This was a Works Program Highway Project, and 239,000 man hours, 90% relief, minimum and 10% non-relief, maximum were required in the execution of the contract. With modern equipment only about 55,000 man hours would have been necessary and a fair bid price would have been about $105,000. However, one of the primary objectives was to provide work for the unemployed, and about 4 men were specified where one man would have been sufficient. Under these conditions, the low bid was $198,500, or about 90% higher than bid would have been without the man hour requirement.

The clearing, consisting of about 40 acres of fir, spruce, hemlock and vine maple was cleared and grubbed by hand labor methods. Explosives were used to blast large stumps and to split large logs. The cost of clearing and grubbing was about $900 per acre.

The buildings in two old lumber camps were purchased and dismantled. The lumber was used for construction of a camp large enough to accommodate about 125 men. Shakes were split to roof the buildings. A large machine shop was constructed and the contractor overhauled all his equipment, with mechanics off relief. Cottages were constructed and leased to family men. A store was built and stocked with goods which were sold at a small profit. About 1500 cord of wood was cut and used in camp or was sold.

Most of the excavation was done with cats, bulldozers, shovel and trucks, but in order to use up man hours, wheelbarrows and men shoveling into trucks methods were also employed. Trench excavation, ditching and finishing were done with hand labor.

The contractor used 239,372 man hours, an overrun of only 372 man hours, in the performance of the contract.

Good management in utilizing the surplus man hours so as to receive a return of about 25% of their cost resulted in a nice profit.

E. H. Clymer
Cost Analyst

Form [illegible]

OCT 5 1936

ON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending October 3rd, 1936

Section [illegible]

Kind of work clearing-grading

Highway [illegible]

Section prefix 29-1009 WPH 191-C

Contractor Chas H. Leonard

Contract number 1754

Date of contract [illegible], 1935

Date of completion October 31st, 1936

Date work started " 11th, 1935

Estimated date of completion " 3rd, 1936

Amount of contract $ 198560.00

Per cent of time elapsed [illegible]3.35 %

Estimated cost of completed project, exclusive of engineering $ 198560.00

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date, $ [illegible].1[illegible], [illegible] %

Date project was completed , 193

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor had a crew of [illegible] cleaning up, laying tile, digging ditches etc. Contractor says that he has done everything that he has been told to do and that he is do [illegible] will not report the job as officially completed as I want to look over one or two things that he was told to fix up some time ago.

[illegible] over [illegible] about [illegible].

[illegible] to re cross section [illegible] proceed with the final. Final had been completed and checked as far as could be until this cut is re cross sectioned.

[illegible] HIGHWAY [illegible]
OCT 5 1936

Signed J. Scott

Address [illegible]

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

STATE PRINTING DEPT.

	GRADING	SURFACING	MA TENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	4.17				
Miles partially completed					
Miles completed	4.17				
Total estimated quantities	[illegible]				
Estimated quantities moved or placed to date	[illegible]6000				
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day	1				
Hours per shift	[illegible]				
Average force on project for week	5				

Percentages of men employed on contract to be secured from: Tillamook

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	Tillamook COUNTY	USES COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men	4	1					5
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....,

Compressors ...., Bull Dozers ...., Sheet-foot rollers ...., ..., ..., ...

Oct	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday 27th	Hot and dry		
Monday			
Tuesday			
Wednesday			
Thursday 1st	Clear		
Friday 2nd	Finished job		
Saturday			

191-C

#1754

September 23, 1936

Mr. John A. Barnett, Manager
Surety Department
GREAT AMERICAN INDEMNITY COMPANY
c/o Harvey Wells Insurance Agency
412 Failing Building
Portland, Oregon

Dear Mr. Barnett:

Thanks very much for the loan of the claim releases of David Trent, Fred Biggs, Al Biggs, Frank Pugh, H. L. House, and J. O. Babcock.

I have made copies of the same for the Highway Commission's records and am returning the originals to you herewith in accordance with your request.

Very truly yours,

Secretary

HBG:MBL

Encl.

JESSE S. PHILLIPS
CHAIRMAN OF THE BOARD

WILLIAM H. KOOP
PRESIDENT

PACIFIC DEPARTMENT

**Great American
Indemnity Company
New York**

DANIEL McPEAK
ALFRED W. HILLBACK
MANAGERS

233 SANSOME STREET
SAN FRANCISCO, CAL.
TELEPHONE EXBROOK 0360

HARVEY WELLS INSURANCE AGENCY
GENERAL AGENTS
412 FAILING BUILDING

PORTLAND, OREGON

RECEIVED
SEP 22 1936
OREGON
STATE HIGHWAY COMMISSION

September 21st, 1936

Mr. H. B.Glaisyer, Secretary
Oregon State Highway Commission
Salem, Ore.

Dear Mr. Glaisyer:

Re- Charles Leonard - Brooks-
Jordan Creek Job - Wilson River
Highway Project

I am enclosing herewith original letter andoriginalcopies on the release of the claims of David Trent, Fred Biggs, Al Biggs, Frank Pugh, H. L. House and J. O. Babcock. This should clarify your records with regard to these claims and after this has been done, I wouldappreciate your sending the originals back to me as I secured these from Charles Leonard.

I appreciate very much the copies of the letters you sent me withregard to inquiries by H.T. Botts.

Yours very truly,

Manager, Surety Department

JHB/B
encl.

C
O
P
Y

RECEIVED of Chas H. Leonard the sum of $263.20 in full and complete settlement of all claims of whatsoever nature of David T. Trent, Fred Biggs, Al Biggs, Frank Pugh, and H. L. House which either or all of said parties may have against the said Chas. H. Leonard, and particularly in full and complete settlement of any and all claims of each and all of said parties in relation to labor and work performed by each of said parties upon the Wilson River Highway during the latter part of the year 1935.

It is also understood and agreed that said payment is in full settlement of the pending action brought by David T. Trent in the name of the State of Oregon in the Circuit Court for Tillamook County, Oregon, against the said Chas. H. Leonard and his surety and that the said Leonard is hereby released and discharged from any and all liability growing out of said case, except it is agreed that if it is finally determined that the bill incurred by Trent for reporter fees in the recent trial of said cause is more than Thirty ($30.00) Dollars, then the said Chas. H. Leonard shall pay any additional amount over said $30.00.

Dated September 9, 1936

(Signed) H. T. Botts

Attorney for David T. Trent, Fred Biggs,
Al Biggs, Frank Pugh and H. L. House

1-Receipt

COPY

RECEIVED of Chas H. Leonard the sum of $263.20 in full and complete settlement of all claims of whatsoever nature of David T. Trent, Fred Biggs, Al Biggs, Frank Pugh, and H. L. House which either or all of said parties may have against the said Chas. H. Leonard, and particularly in full and complete settlement of any and all claims of each and all of said parties in relation to labor and work performed by each of said parties upon the Wilson River Highway during the latter part of the year 1935.

It is also understood and agreed that said payment is in full settlement of the pending action brought by David T. Trent in the name of the State of Oregon in the Circuit Court for Tillamook County, Oregon, against the said Chas. H. Leonard and his surety and that the said Leonard is hereby released and discharged from any and all liability growing out of said case, except it is agreed that if it is finally determined that the bill incurred by Trent for reporter fees in the recent trial of said cause is more than Thirty ($30.00) Dollars, then the said Chas. H. Leonard shall pay any additional amount over said $30.00.

Dated September 9, 1936

(Signed) H. T. Botts

Attorney for David T. Trent, Fred Biggs,
Al Biggs, Frank Pugh and H. L. House

1-Receipt

C
O
P
Y

RECEIVED of Chas. H. Leonard the sum of $20.87 in full and complete settlement of all claims of whatsoever nature of J. O. Babcock which the said J. O. Babcock may have against the said Chas. H. Leonard, and particularly in full and complete settlement of any and all claims of said Babcock in relation to labor and work performed by said Babcock upon the Wilson River Highway during the latter part of the year 1935.

Dated September 9th, 1936

(Signed) Robert H. McGrath
Attorney for J. O. Babcock

1-Receipt

C
O
P
Y

RECEIVED of Chas. H. Leonard the sum of $20.87 in full and complete settlement of all claims of whatsoever nature of J. O. Babcock which the said J. O. Babcock may have against the said Chas. H. Leonard, and particularly in full and complete settlement of any and all claims of said Babcock in relation to labor and work performed by said Babcock upon the Wilson River Highway during the latter part of the year 1935.

Dated September 9th, 1936

(Signed) Robert H. McGrath
Attorney for J. O. Babcock

1-Receipt

#1754

191-e

September 18, 1936

Great American Indemnity Company
Harvey Wells Insurance Agency
412 Failing Building
Portland, Oregon

Attention: John H. Barnett, Manager,
Surety Department

Gentlemen:

Acknowledgment is made of the receipt of your letter of September 17 advising that you have received affidavits from Attorney George P. Winslow that the labor claims of David Trent, Fred Biggs, Al Biggs, Frank Pugh, H. L. House and J. O. Babcock against contractor Charles Leonard, in connection with the Wilson River Highway project had been paid in full.

In order that the Highway Commission's record may be properly clarified, I believe that it would be in line for Mr. Winslow to advise this office direct as you have suggested. I will therefore thank you if you will have Mr. Winslow send us copies of the affidavits.

In accordance with your telephonic request of yesterday, I am enclosing copies of two letters that I have received from Attorney H. T. Botts, Tillamook, in regard to two other labor claims against this job.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

Encl.
HBG:CE

JESSE S. PHILLIPS
CHAIRMAN OF THE BOARD

PACIFIC DEPARTMENT

Great American
Indemnity Company
New York

WILLIAM H. KOOP
PRESIDENT

DANIEL McPEAK
ALFRED W. HILLBACK
MANAGERS

233 SANSOME STREET
SAN FRANCISCO, CAL.
TELEPHONE EXBROOK 0300

HARVEY WELLS INSURANCE AGENCY
GENERAL AGENTS
412 FAILING BUILDING

PORTLAND, OREGON

RECEIVED
SEP 1 8 1936
OREGON
STATE HIGHWAY COMMISSION

September 17th, 1936

Oregon State Highway Commission
Salem, Ore.

Attention - Mr. Glaisyer

1754

Dear Mr. Glaisyer:

Re- Charles Leonard - Wilson River
Highway-Brooks Jordan Creek Section

This is to advise you that I have received written affidavits from Attorney George P. Winslow that David Trent, Fred Biggs, Al Biggs, Frank Pugh, H. L. House and J. O. Babcock have been paid in full and have acknowledged receipt and complete satisfaction of their liens and claims against Charles Leonard on the above captioned job.

Because of the satisfaction affidavits that I have, these claims can be shown as satisfied on your records and if this information has not been forwarded to you, if it is necessary, I will have Attorney Winslow at Tillamook write you and send you copies of the satisfactions of these cases.

Yours very truly,

Manager, Surety Department

JHB/B

Ht [illegible]

ANSWERED
H B G.

191-C

August 26, 1936

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Bldg.
Portland, Oregon

Dear Sir:

In compliance with the request contained in your letter of August 19th, we are returning herewith the agreement forms furnished us for the purpose of revising our alternate plan agreement to include the Brooks-Jordan Creek Project, Oregon Works Program Highway Project No. 191-C.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:ER

Encl.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO.________

POST OFFICE BUILDING
PORTLAND, OREGON

August 19, 1936

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Your letter of August 15th advises that because of the near completion of Oregon Works Program Highway Project No. 191-C, Brooks-Jordan Creek, you do not consider it advisable to complete the modification of the alternate plan agreement to place this project under the terms of that agreement. Such being the case, it is requested that all copies of the agreement forwarded to you be returned.

Very truly yours,

W H Lynch
W. H. LYNCH
District Engineer

REFERRED TO
Mr. Probert
By State Highway Engineer

Form 338—5M—5-36

191-C

[illegible]ON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

RECEIVED
AUG 24 1936
DIVISION ENGINEER

For Week Ending August 22nd, 1936

Section Brooks -Jordan Creek

Kind of work clearing - grading

Highway Wilson River

Section prefix 29-1009 WPA 191-C

Contractor Chas [illegible] Leonard

Contract number 1754

Date of contract September 5th, 1935

Date of completion October 31st, 1936

Date work started " 11th, 1935

Estimated date of completion September ~~9th~~ 12th, 1936

Amount of contract $196560.00

Per cent of time elapsed 83.40 %

Estimated cost of completed project, exclusive of engineering $196560.00

Per cent of contract completed, based on total contract price 99.2 %

Engineering cost to date, $6461.70, 3.28 %

Date project was completed ......, 193....

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

On August 15th, the contractor had used 213551 man hours of relief labor of 215100 required and a total of 229280 of 238000 required. The average for this week has been about 110 men and the total hours for the week will be less then 4000 .As no new men are bei being put on and men are quitting for other work and part of the crew have moved today to Banks, it will take 10 days or two weeks to get in the hours.

The shovel and some of the trucks left Friday night for Banks. This leaves only a [illegible] gas bulldozer for moving material and pulling a blade. The principal work to do yet is at sta. 785,786 and 788.[illegible] can all be handled with the bulldozer.

Mr. [illegible] C. Smith, Mr. [illegible]son and Mr. [illegible] Libby were over the project on the 21st and expressed themselves as satisfied with the finishing etc.

Work is now mostly drilling and trimming in rock cuts and finishing .

Signed [illegible]

Address [illegible], Oregon.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

STATE PRINTING DEPT.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	4.17				
Miles partially completed	.67				
Miles completed	3.50				
Total estimated quantities	226500 including trench				
Estimated quantities moved or placed to date	225000				
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day	1 - and 3				
Hours per shift	7-7½-8				
Average force on project for week	110				

Percentages of men employed on contract to be secured from: Tillamook

County, ...%; County, ...%; County, ...%; County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	Relief COUNTY	U S E S COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men	96	6				8	110
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels 1, Power graders ......, Rollers ......, Mixers ......, Crushing or screening plants ......,

Compressors 1, Bull Dozers 1, Sheet-foot rollers ......, [illegible] trucks, ...

August	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday 16th	Clear all week		
Monday			
Tuesday			
Wednesday 19th			Shovel broke down 7 hours
Thursday			
Friday			
Saturday			

191-C

August 15, 1936

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Receipt is acknowledged of your letter of August 4th, transmitting forms for the revising of the alternate plan agreement so as to include under that agreement the Brooks-Jordan Creek Project (Project No. 191-C).

As the project concerned will be completed, or nearly so, before the supplemental agreement could be approved by the Secretary of Agriculture, there seems now to be no occasion for making the revision. Therefore, unless we hear from you further, we will take no further action toward the execution of the agreement.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:ER

191-C
Proposed Agreement $3,03[illegible]642.00

Present Agreement 2,830,1[illegible]

Difference $208,500.00

Orig't Agreement Amount for
Oregon WPH 191-C Grading $2[illegible]

RECEIVED
JAN 19 1937
FOR FILING

[illegible] to make in the required man-hours employment on Regular Plan project No. 191-C.

Enclosed in duplicate is a modification of the alternate plan agreement for signature and return to this office. Following the execution of the agreement by your organization and the approval of our Washington Office, the State may after such time receive the benefits from employment credits created on project 191-C.

Very truly yours,

W. H. LYNCH
District Engineer

By

F. B. Andrews
Sr. Hwy. Engineer

Encl.

August 4, 1936.

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Reference is made to your letter of July 3 regarding the possibility of amending Oregon's Alternate Plan agreement to include the entire amount of Works Program Highway funds, in order that an adjustment might be made in the required man-hours employment on Regular Plan project No. 191-C.

Enclosed in duplicate is a modification of the alternate plan agreement for signature and return to this office. Following the execution of the agreement by your organization and the approval of our Washington Office, the State may after such time receive the benefits from employment credits created on project 191-C.

Very truly yours,

W. H. LYNCH
District Engineer

By

F. E. Andrews
Sr. Hwy. Engineer

Encl.

FORM 9-A-1 10M 4-36

Commissioners
HENRY F. CABELL, Chairman, Portland
E. B. ALDRICH, Pendleton
F. L. TOU VELLE, Jacksonville

H. B. GLAISTER, Secretary

R. H. BALDOCK
State Highway Engineer
Salem

X

191- C

OREGON STATE HIGHWAY COMMISSION

SALEM

August 8, 1936.

In Reply Please
Refer to File No.

Mr. W. I. Hargis,
State Safety Consultant,
Works Progress Administration,
1734 New York Ave.,
Washington, D.C.

Dear Sir:

Reference is made to your letter concerning the Leonard operations on the Brooks-Jordan Creek Section of the Wilson River Highway, with particular reference to keeping it passable for the passage of equipment and men to Works Progress Administration Camp #2.

I believe Leonard has done everything which can be reasonably expected under his contract to allow passage of supplies and equipment to Camp Wilson #2. It was repeatedly called to the attention of Mr. Apperson the impracticability of installing a camp at McNamers when this construction was going on and he advised us he would have no trouble in getting men and supplies to the camp.

Mr. Leonard has only about two weeks work left which consists mainly of finishing operations, therefore there would seem to be very little hazard at this time. The matter, however, will be called to the attention of the resident engineer with a view of doing everything possible to render the road safe for travel.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

HGS/H

CC to
R.H. Baldock ✓
F. D. Eason
E. A. Collier

NOTED
State Highway Engineer

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.________

POST OFFICE BUILDING
PORTLAND, OREGON

August 4, 1936.

Required employ.	239,000
Furnished to Aug. 8	224,000
" Aug. 9-15	6,000
" " 16-22	6,000
" " 23-29	3,000
	239,000

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Reference is made to your letter of July 3 regarding the possibility of amending Oregon's Alternate Plan agreement to include the entire amount of Works Program Highway funds, in order that an adjustment might be made in the required man-hours employment on Regular Plan project No. 191-C.

Enclosed in duplicate is a modification of the alternate plan agreement for signature and return to this office. Following the execution of the agreement by your organization and the approval of our Washington Office, the State may after such time receive the benefits from employment credits created on project 191-C.

Very truly yours,

LYNCH
District Engineer

By

F. E. Andrews
Sr. Hwy. Engineer

Encl.

Mr. Baldock instructs that as the project is now practically completed, no further action toward the modification of the agreement will be taken.
S.W.G.

REFERRED TO
BY SECRETARY

Agreement & forms returned to Bureau of Public Roads August 25th

FORM 5-A-1 10M 4-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

[illegible]

191-e

August 4, 1936.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. F. D. Eason,
Division Engineer,
Salem, Ore.

Dear Sir:

I note in Mr. Scott's Weekly Engineer's Report for the week ending August 1st, that he considers it time to notify Leonard as to probable man-hours to conform to the Special Provisions in our contract. Please check this over carefully in order that Leonard may be given accurate information.

We inadvertantly caused the contractor on another job to overrun his man-hours and should take every precaution to avoid the repetition of such a predicament.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

NOTED

HGS/H

CC to
R.H. Baldock ✓

Form 338—5M—5-36

191-C

+

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending August 1st, 1936

Section Brooks-Jordan Creek culverts

Kind of work pipe and concrete box culverts

Highway Wilson River

Section prefix 29-1010 WPH 191-C

Contractor Dolan Construction Company

Contract number 1760

Date of contract October 8th, 1935

Date of completion March 31st, 1936

Date work started " 11th, 1935

Estimated date of completion extended to July 31st

Amount of contract $ 19027.00

Per cent of time elapsed 100 %

Estimated cost of completed project, exclusive of engineering $ 19000.00

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date, $ 995.54, 5.95 %

Date project was completed July 31st, 1936

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Job completed July 31st. Several lines of 18" pipe placed this week.

NOTED
H. G. SMITH

RECEIVED
AUG - 3 1936
DIVISION

Signed [illegible]

Address Nehalem, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

STATE PRINTING DEPT.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day	1				
Hours per shift	8				
Average force on project for week	3				

Percentages of men employed on contract to be secured from: Tillamook

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM						
	Relief COUNTY	U S E S COUNTY	COUNTY	COUNTY	OTHER SOURCES	CONTRACTOR'S KEY MEN, ETC.	TOTAL
Men	1	1				1	3
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....,

Compressors ...., Bull Dozers ...., Sheet-foot rollers ...., ... 1 truck ...., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	clear and warm all week		
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

91-C

RECEIVED
OCT 28 1936
FOR FILING

July 17, 1936

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate to accompany plans and specifications for the Brooks-Jordan Creek Section, Federal Aid Project No. 191-C.

Five bid proposals and five blueprint copies of Sheet No. 2 of the plans are being sent under seperate cover.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/EE

Encl.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

Oregon State Highway Department

Federal Aid Project
No. 191-C

BROOKS-JORDAN CREEK SECTION OF THE WILSON RIVER HIGHWAY IN TILLAMOOK COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, July 17, 1936

Note: Statement of completed work will be submitted prior to submission of final voucher.

New Work, Surfacing

21,200	cu. yds.	Rock in Sub-base and Base	$1.50	$31,800.00
6,800	cu. yds.	Rock in Top Course	1.70	11,560.00
400	cu. yds.	Filler	0.40	160.00
400	yd. mi.	Hauling Filler	0.20	80.00
200	M-Gals.	Sprinkling	2.00	400.00
			Subtotal	$44,000.00
			10% Engr. & Cont.	4,400.00
			Total	$48,400.00

Length 4.168 miles
Cost per mile $11,612.28

Federal Aid Funds Requested- -	$29,524.00	(61%)
State Funds- -	18,876.00	
	$48,400.00	

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.______

POST OFFICE BUILDING
PORTLAND, OREGON

July 21, 1936.

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

P. S. & E. documents for Oregon Federal Aid project No. 191-C, The Brooks-Jordan Creek Section of the Wilson River Highway, have today been recommended for approval, subject to final review and approval by the Chief Engineer. This is your authority for advertising.

Prompt submission of the bid tabulation and agreement estimate will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L Caufield
L. J. Caufield
Highway Engineer

July 21, 1936.

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

P. S. & E. documents for Oregon Federal Aid project No. 191-C, The Brooks-Jordan Creek Section of the Wilson River Highway, have today been recommended for approval, subject to final review and approval by the Chief Engineer. This is your authority for advertising.

Prompt submission of the bid tabulation and agreement estimate will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By

L. J. Caufield
Highway Engineer

July 3, 1936

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

As the principles upon which the ruling stated in Memorandum No. 26 is based apply quite as well to excess labor required on Relief Projects, as to excess labor required on Alternate Plan Projects, we are wondering if it might not be possible to obtain permission to apply the ruling on the Brooks-Jordan Creek Project (Project WPH 191-G). It occurs to us that the way for the granting of such permission might be cleared by revising our alternate plan agreement to include that project.

We would be pleased if you would take this matter up with your Regional and Washington Offices with the view of ascertaining whether or not some arrangement can be worked out whereby some benefit can be obtained from the excess labor remaining to be furnished on that project.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:ER

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREGON

June 9, 1936

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Reference is made to the progress voucher recently submitted for Oregon U. S. Works Program Highway project WPH 191-C (regular plan) covering the period from March 16, 1936 to May 15, 1936.

We note that the figure shown as previous payment is $30 more than payments actually made prior to submission of the current voucher. We are recommending the voucher for payment in the amount submitted, which will make the total payment, including the current voucher, $129,647.50. Please use that figure for previous payment when submitting the next voucher on the project.

Very truly yours,

W H Lynch

W. H. LYNCH,
District Engineer.

Noted
Jon

191-c

May 26, 1936

Dolan Construction Company
Tillamook, Oregon

Gentlemen:

The State Highway Commission had under consideration at its April 24th meeting your request for an extension of time in which to complete your Contract No. 1760, for the construction of culverts on the Brooks-Jordan Creek Section of the Wilson River Highway in Tillamook County.

I am pleased to inform you that the Commission granted you request without penalty, upon recommendation of the Engineer, subject to concurrence thereon by the Bureau of Public Roads in writing.

This extension was from March 31 to August 1, 1936. Formal notice of the Commission's action will be forwarded to you as soon as the Commission has approved the minutes of this meeting.

Very truly yours,

Secretary

HBG:dp
CC H. G. Smith
F. D. Esson

171-C

May 25th, 1938

Mr. Wells Gilbert
Weyerhaeuser Timber Company
1305 American Bank Bldg.
Portland, Oregon

Dear Sir:

It is my understanding that the contractor on the Deadman Creek-Jordan Creek Section of the Wilson River Highway is devoting all possible attention to the cut and fill in the vicinity of the Fall Creek bridge, and I am advised that the grading should be completed there within two weeks. This should enable you to start logging at the ranger cabin about that time.

I am very sorry if there has been any delay in the logging operations, but it is impossible for us to interfere too much with the contractor's operations as he has contracted to do this grading for a certain fixed amount and deliver the completed job within a certain time. He naturally expects, therefore, to operate his work in such places and in such a manner as he feels most economical. He has, however, been willing to cooperate in completing the Fall Creek cut and fill, and I am quite sure this will now be done as soon as your logging contractor can make the necessary arrangements for completing his hauling roads.

Very truly yours,

R. H. BALDOCK
STATE HIGHWAY ENGINEER

TACOMA OFFICE
WEYERHAEUSER TIMBER COMPANY

INTER-OFFICE COMMUNICATION

1305 Amer. Bank Bld.
Portland, Oregon.

DATE April 16 1936.

RECEIVED
APR 17 1936
OREGON
[illegible] HWAY COMMISSION

RECEIVED
APR 23 1936
OFFICE OF
CONSTRUCTION [illegible]

TO Mr. R.H.Boldock,
State Highway Engineer,
Salem, Oregon.

SUBJECT

Dear Mr. Boldock: The writer has been working many months trying to induce loggers to take hold of our burned timber on the Wilson river. At first we centralized on the timber which could be reached from the new bridge over the Wilson in the middle of Section Eleven, as this could have been opened last summer. However all who have been in there have desired rather to open up the timber between Fall and Fox Creek. This is more desirable because there is considerable green timber, which can be handled, if and when the dead timber becomes unmerchantable.

We have a good logger ready to go in from the ranger cabin about one sixth of a mile north of the Fall Creek bridge. He told us about a month ago that this road ought to be at the cabin in two months; that the delay was caused by the fact that the cement on the bridge had to set.

Now the culvert (rather than bridge) has set and the dirt for the fill can be taken from the road on the north.

The road could be built in part without waiting for the culvert to be filled. He thinks it will take two months before he can start his truck road up the hill from the cabin, which is in the SW$\frac{1}{4}$ of the NW$\frac{1}{4}$ of Section seven.

Instead of working on this connecting link there are two outfits working north of this cabin where we will not need the road for a year or two ounless more loggers take hold.

It seems to us that now when the weather is getting good and we have waited so long for road facilities, that these contractors whould be put to work at once, finishing this short stretch.

We appreciate that this is one of a thousand problems your office is concerned with, and that possibly we should take this up with your local man at Tillamook. But it is very important to us, if we are to hold this logger who is ready to go. He says he will be hauling logs on three weeks notice, and there is no use starting his branch road, until he knows the state road is ready.

The reports in the paper that logs are being hauled down the Wilson River have to do with a small outfit logging hemlock and spruce from a small patch of green timber owned by Judge Rosenberg. We would like to ask the Judge if he is insisting upon the trees bordering the highway being preserved, for the beauty of the highway. But this is perhaps difficult to do.

Yours truly,

Wells Gilbert

FORM 8-A-1 2M 8-35

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

IN REPLY PLEASE
REFER TO FILE NO.

191-C

May 19th, 1936

Mr. W. H. Lynch
District Engineer
Bureau of Public Roads
Portland, Oregon

Attention: Mr. Davis.

Dear Sir:

A. T. Dolan of Tillamook has requested an extension of time, until August 1st, for the installation of culverts on the Brooks-Jordan Creek Section of the Wilson River Highway. This request for extension was occasioned by the inability to install some of the culverts until after the grading contractor had finished, and it is in no sense any delay caused by the Dolan Construction Co.

This was taken up with you once before, and I am quite sure that you gave your approval to the extension, but it must have been verbal as we cannot find any letter of official approval in our files.

Will you kindly send us a letter of approval for our records.

Very truly yours,

R. H. BALDOCK
STATE HIGHWAY ENGINEER

By

H. G. Smith
Construction Engineer

HGS:AR

cc to: R. H. Baldock ✓

191-C

#1754

May 18, 1936

Associated Oil Company,
Pittock Block,
Portland, Oregon.

Attention: J. H. Dalton.

Gentlemen:

Responding to your letter of May 14th you are advised that the Chas. H. Leonard contract is our No. 1754 and is known as the Brooks-Jordan Creek Section of the Wilson River Highway in Tillamook, consisting of 4.17 miles of grading.

The bond furnished in connection with this contract was written by the Great American Indemnity Company for whom Harvey Wells Insurance Agency who have offices in the Failing Bldg., Portland, are resident agents. The amount of the contract is $198,380.00 and the completion date is October 31, 1936.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary.

Dict/ by J. McFarland.

FORM 2405 10M 11-35

ASSOCIATED OIL COMPANY

866-78 PITTOCK BLOCK

PORTLAND, OREGON

May 14, 1936

Mr. H.B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Attention - Mr. J. McFarland

Re: Charles H. Leonard
Albany, Oregon

Dear Sir:

We contemplate serving subject individual petroleum products on job #1754 covering 4.17 miles of grading on Brooks-Jordan Creek, Wilson River Highway, Tillamook County.

Our information shows that the amount of the bid is $198,500.00 and the bond has been furnished Mr. Leonard covering this amount by the Great American Indemnity Company, Harvey Wells, Agent, Failing Building, Portland, Oregon. The time limit for completion is October 31, 1936.

Will you kindly verify the above information.

Very truly yours,

ASSOCIATED OIL COMPANY

J.H. Dalton

J.H. Dalton
Oregon Division Credit Manager

HLA:LH

191-C

May 5, 1936

Hon. H. H. Rosenberg
County Judge
Tillamook, Oregon

Dear Sir:

Responding to your recent communication, there would appear to be no manner in which I can change the Leonard contract for the grading of the Wilson River with respect to the labor provisions or other features. If you wish to present the matter to the Highway Commission, will arrange an appointment for you at the next meeting.

Very truly yours,

State Highway Engineer

RHB:HI

COST

E. O. ANDERSON, County Commissioner

E. H. LINDSEY, County Commissioner

Tillamook County

H. H. ROSENBERG, County Judge

Tillamook, Oregon

MAY 1 1936

April 29, 1936

Oregon State Highway Commission
Salem, Oregon

Gentlemen: Re: Chas. Leonard Contract

Attention R. H. Baldock, Engr.

The Chas. Leonard contract on Wilson River is proving to be "Bad Medicine" for Tillamook County. With the full cooperation of officials of the Works Progress Administration we laid out some very meritorious work projects to improve our county roads. Most of these projects are 40% to 60% finished. During the last 30 days, nearly all our men have been transferred to the Leonard job and our projects are without adequate crews to carry on the work to advantage.

In talking with Mr. Leonard yesterday, he said he is using over 100 men just to carry out the terms of his contract and use up the men hours. He said this would go on till up to about August 1st. It seems a shame that such an arrangment is allowed to continue when the men could be employed on other work to good advantage. Mr. Leonard's gas shovel is parked beside the road and these extra men are trying to do heavy grading by shovels and wheelbarrows.

I know this arrangment is no fault of the local W.P.A., nor yours, but what I want to know is whether or not the Leonard contract can be modified to conform with road contracts let since and allow these 100 men to be employed on other projects? Mr. Leonard says he is willing that this be done. We could use 50 of the men on our county road projects to a mighty good advantage, and Tillamook County sure needs all such assistance. The remainder of the men, together with the funds saved on rearranging the Leonard contract, could be used to good advantage on further work above the present Leonard contract.

If the modification of this contract meets with your approval, and if it can legally be done, I would be glad to ask Mr. Leonard to meet with us and discuss the matter further.

Kindly consider this matter and advise me.

Yours truly,

H H Rosenberg

County Judge

[illegible]

R H BALDOCK

191-C

NOTED
State Highway Engineer

COST DATA TO MAY 1, 1936

Wilson River Highway, Jordan Creek Section, Grading
Contract 1754, Prefix 29-1009

Chas. Leonard, Contractor
J. H. Scott, Res. Const. Engineer

ITEM	Total Cost	Quantity	Unit Cost	Unit Bid	Gross Earned
Clearing & Grubbing	$ 32,907.03	95%		$50,000 Lump	$ 47,500.00
Fell Danger Trees	1,172.00	2,345 Sq. Ft.	0.50	0.50	1,172.00
Trench Excavation	8,928.80	5,539 Cu. Yd.	1.59	1.00	5,539.00
Common Excavation	37,235.99	113,422 Cu. Yd.	0.33	0.50	56,711.00
Solid Excavation	2,475.00	5,500 Cu. Yd.	0.45	0.50	2,750.00
Overhaul	3,111.00	103,700 Yd. Sta.	0.03	0.05	5,150.00
Truck Haul	2,717.00	14,300 Yd. Mi.	0.19	0.25	3,575.00
Rock Back Fill	45.60	38 Cu. Yd.	1.20	2.00	76.00
6" Drain Tile	246.00	600 L.F.	0.41	0.50	300.00
Total of bid items	$ 88,838.42				$ 122,773.00
Mess House	11,987.74	11,387 Man Days	1.05	1.00	11,386.96
Work for Dolan	292.20				292.20
Commissary (Payroll Only)	681.50				681.50
	$ 101,799.86				$ 135,133.66

Gross Earning	$ 135,133.66
Total Cost	101,799.86
Earned above Cost	$ 33,333.80

Profit to date equals 24.6% of gross revenue.

Total Required Man Hours	239,000
Total Used to Date	133,348
Man Hours Remaining to be Used	105,652

COST DATA TO MAY 1, 1936

Contract 1754, Wilson River Highway

REMARKS:

This job was bid Sept. 5, 1935. Work started Sept. 12, and is now about 62% complete; clearing, trench excavation and camp construction were carried on continuously throughout the fall and winter; rain and mud delayed progress.

Using normal machine methods, this job would have required about 55,000 man hours of labor instead of 239,000 hours required by contract. The job was bid up about $83,000 or about 0.43 per each surplus man hour, anticipating getting about 0.12 of useful work per each surplus man hour.

Clearing was bid out of balance. $35,000 would have been a fair bid. Solid excavation is running about 5% instead of 30% of total excavation as anticipated.

Large income to date has been due to large profit on clearing, small percentage of solid encountered, extra income at full pay from camp operation, fairly profitable use of hand labor in common excavation, low equipment costs and good management.

Most of excavation will be completed within 90 days. 102 men, divided into 2-7 hr. shifts, are excavating about 600 cu. yds. per day with wheelbarrows and trucks at a cost of about 0.65 per cu. yd. Two 95 diesel cats with rearend dozers working 3 shifts are excavating about 1,800 cu. yds. per day at a cost of about 0.15 per cu. yd.

Equipment includes 2-95 H.P. diesel cats, and 1-60 diesel cat equipped with bulldozers, 6 small dump trucks, 3 service trucks, one compressor and 1-1 cu. yd. gas shovel. There are about 180 men on the payroll. Both work accomplished and used man hours are ahead of schedule.

E. H. Clymer
Cost Analyst

By...Ross C. Miles

Cost Data to May 1, 1936

Contract 1754

DETAIL OF COSTS

Labor:			
Labor		$ 64,506.80	
Supervision		5,115.00	
State Industrial Accident Insurance		2,072.00	
			$ 71,695.80
Materials:			
6" Drain Tile	600 Lin. Ft. at 1.20	72.00	
			72.00
Equipment Rental and other Expense:			
Equipment Rental		$ 8,225.10	
Dump Truck Rent (includes gas & oil)		1,886.00	
Camp Construction Materials		1,372.91	
Powder for Clearing		2,472.50	
Powder for Trench Excavation		732.50	
Blasting Accessories		178.90	
Mess House Supplies		5,185.27	
Freight and Cartage		780.91	
Gas, Oil & Grease		2,051.66	
Small Tools		1,329.25	
Bond 1% Gross Earned		1,258.12	
Misc. & Other Chargeable Expense		4,560.94	
			30,054.06
		GRAND TOTAL........	$ 101,799.86

FORM [illegible]

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. YOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

191-e

April 13th, 1936

IN REPLY PLEASE REFER TO FILE NO.

Green, Tanner & Boesen
1003 Corbett Building
Portland, Oregon

Attention: Mr. Tanner.

Dear Sir:

Reference is made to your letter of April 4th, concerning the Brooks-Jordan Creek Section of the Wilson River Highway.

My former letter referred to the Wilson River Highway, and the mention of the Wolf Creek Highway was merely a typographical error as Mr. Leonard's contract is on the Brooks-Jordan Creek Section of the Wilson River Highway, and all investigations and reports refer to that highway and not to the Wolf Creek.

Very truly yours,

R. H. BALDOCK
STATE HIGHWAY ENGINEER

By

H. G. Smith
Construction Engineer

HGS:AR

cc to: R. H. Baldock ✓

NOTED

Commissioners
HENRY F. CABELL, Chairman, Portland
E. B. ALDRICH, Pendleton
F. L. TOU VELLE, Jacksonville

H. B. GLAISYER, Secretary

R. H. BALDOCK
State Highway Engineer
Salem

OREGON STATE HIGHWAY COMMISSION
Office of WM. E. CHANDLER, Division Engineer
SALEM

April 6, 1936.

In Reply Please
Refer to File No.

RECEIVED
APR 10 1936

Mr. R. H. Baldock,
State Highway Engineer,
Office.

Attention: Mr. H. G. Smith.

Dear Sir:

This office has received a letter from Mr. J. H. Scott, dated March 26, in which he sets out the labor situation on the contract of Mr. Leonard, W.P.H. 191-C.

I talked to Mr. Ray Webber about the situation, and he thought something could be done to remedy this. The general situation is that there is plenty of labor here, but it is not on the relief rolls. I think we ought to make a definite statement to the contractor and to Mr. Scott, so that there will be no claim submitted by the contractor at the end of the work. Mr. Webber thought there would be a statement made as soon as he had made further investigation.

NOTED
H. G. SMITH

Yours very truly,

WM. E. CHANDLER,
Division Engineer.

WEC:AM
cc R. H. Baldock

FORM 5-A-1 5M 1-36
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

191-e

March 27th, 1936

IN REPLY PLEASE
REFER TO FILE NO.

Mr. W. E. Chandler
Division Engineer
Office

Dear Sir:

Your letter recommending an extension of time to the Dolan Construction Co. until August 1st, 1936, meets with my approval, but I have never received any application from that company for such an extension.

Please advise them to make such application accompanied by the consent of their surety for the extension of time.

Very truly yours,

R. H. BALDOCK
STATE HIGHWAY ENGINEER

By

H. G. Smith
Construction Engineer

HGS:AR

cc to: R. H. Baldock ✓

NOTED
Highway Engineer

FORM 5-G-1 500 1-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF WM. E. CHANDLER, DIVISION ENGINEER
SALEM

191-C

March 23, 1936.

IN REPLY PLEASE
REFER TO FILE NO.

29-1010

Mr. R. H. Baldock,
State Highway Engineer,
Office.

NOTED
State Highway Engineer

Attention: Mr. H. G. Smith.

Dear Sir:

It is recommended that an extension of time be granted the Dolan Construction Company to August 1, 1936, for completing the installation of culverts on the Brooks-Jordan Creek Section of the Wilson River Highway, in Tillamook County, Contract No. 1760.

This extension should be given without penalty, as the contractor has been delayed due to certain grading work that must be completed by the grading contractor before the culverts can be installed. All culverts that could be placed at this time have been completed. No additional engineering expense will be incurred.

Very truly yours,

WM. E. CHANDLER,
Division Engineer.

cc R. H. Baldock ✓

FORM [illegible]

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE
H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

191

March 23rd, 1936

IN REPLY PLEASE REFER TO FILE NO.

NOTED
State Highway Engineer

Green, Tanner & Boesen
1005 Corbett Building
Portland, Oregon

Attention: Mr. Tanner.

Dear Sir:

In response to your letter of March 4th, addressed to Mr. J. H. Scott, concerning the classification of employees on the Brooks-Jordan Creek Section of the Wolf Creek Highway, under contract to C. H. Leonard, I beg to advise that an inspection of this project was made last week by myself and Ray Webber, Labor Regulations Engineer, and in our opinion all laborers have been properly classified under the specifications under which this contract is operated.

Mr. Webber also advises that William Blanchard, carpenter, has never been carried on any payrolls credited to this project.

Very truly yours,

R. H. BALDOCK
STATE HIGHWAY ENGINEER

By

H. G. Smith
Construction Engineer

HGS:AR

cc to: R. H. Baldock ✓

FORM 2-A-1 5M 1-35

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

191

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

March 16th, 1936

IN REPLY PLEASE
REFER TO FILE NO.

Green, Tanner & Boesen
1003 Corbett Building
Portland, Oregon

Gentlemen:

Your letter addressed to Mr. J. H. Scott, Resident Engineer at Nehalem, in regard to the classification of employees on the Brooks-Jordan Creek Section, Chas. H. Leonard, Contractor, has been referred to this department for answering.

Mr. Ray Webber, Labor Regulations Engineer, is at present in southern Oregon, but as soon as he returns the matter will be investigated, and you will be advised as to whether there is any just cause for the complaint.

Very truly yours,

R. H. BALDOCK
STATE HIGHWAY ENGINEER

By

H. G. Smith
Construction Engineer

HGS:AR

cc to: R. H. Baldock

191-C

March 12, 1936

Mr. George P. Winslow
Attorney and Counselor at Law
Tillamook, Oregon

Dear Mr. Winslow:

Reference is made to your letter of March 11th, concerning the employment provisions applicable to the Leonard contract for the Brooks-Jordan Creek Project.

We find that the provisions sent to you with our letter of March 10th, are provisions applicable to "Projects Financed in Whole or in Part with Regular Federal Aid Funds or Federal Lands Highway Funds," and that they, therefore, are not the provisions used in the Leonard contract. The Brooks-Jordan Creek Project is being financed with "Works Program Highway Funds" and projects so financed, having been authorized under an entirely different Act of Congress, are subject to very materially different requirements.

Six copies of the provisions applicable to Mr. Leonard's contract are being sent herewith. We regret that we were not more careful in selecting the sets of provisions sent with our previous letter, but we forgot for the moment that two sets of "blue" provisions had been issued under the same date, and, therefore, relied too strongly on the date. Neither of these sets of provisions have been used in connection with projects awarded during recent months, and we are now distinguishing between different classes of projects by having the provisions printed on paper of different colors.

You will note that the headings of the provisions indicate, in both cases, the classes of projects to which they apply.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:ME

Encl.

GEO. P. WINSLOW
ATTORNEY AND COUNSELOR AT LAW
TILLAMOOK BUILDING
TILLAMOOK, OREGON

March 11, 1936

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

I acknowledge receipt of yours of March 10th enclosing six copies of employment regulations supposedly attached to the Leonard contract for work on the Wilson River Highway.

I have checked these provisions with Mr. Leonard's contract and find that they are materially different provisions than the provisions attached to the Leonard contract. They start out the same but both the Federal provisions and State requirements are materially different.

Will you kindly check this matter and let me know why the difference. Each state that they are the issue of August 1st, 1935, but particularly in the matter of selection and employment of labor their provisions are materially different.

I am anxious also to know why there has been a change in these provisions, because under the provisions of the form which you sent me with your letter of March 10th it seems that these provisions have been clarified to quite an extent. I will appreciate you giving me full information about this and in answering please also send me six copies of the identical printed provisions contained in the Leonard contract, which is contract No. 1754.

W:D

Yours very truly,

Geo P Winslow

191-C

March 10, 1936

Mr. Geo. P. Winslow
Attorney
Tillamook Building
Tillamook, Oregon

Dear Sir:

In compliance with the request contained in your letter of March 9th, we are sending herewith six copies of the employment regulations used in the Leonard contract for the grading of the Brooks-Jordan Creek Section of the Wilson River Highway.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:HR

Encl.

GEO. P. WINSLOW
ATTORNEY AND COUNSELOR AT LAW
TILLAMOOK BUILDING
TILLAMOOK, OREGON

March 9, 1936

State Highway Commission
Salem, Oregon

Gentlemen: In re: Contract No. 1754
Chas. H. Leonard

It looks as though Mr. Leonard is going to be forced to have some litigation with some of his laborers who are now claiming a different classification than they were paid for while they were doing the work.

I assume you have many printed copies of the Federal provisions and also the State requirements supplementing the Federal requirements and I would like to have you send me at least a half dozen copies of the same. I mean the blue pages of the Leonard contract from 1 to 12, inclusive, and which are located just preceding page 121 of the contract.

I need these to attach to pleadings which will have to be filed and if you can supply me with the necessary printed copies it will be appreciated very much.

Yours very truly,

Geo P Winslow

W:D

RECEIVED
MAR 9 1936
OREGON
HIGHWAY COMMISSION

191-C

JESSE S. PHILLIPS
CHAIRMAN OF THE BOARD

DANIEL McPEAK
ALFRED W. HILLBACK
MANAGERS

HARVEY WELLS INSURANCE AGENCY
GENERAL AGENTS
412 FAILING BUILDING

PACIFIC DEPARTMENT
Great American
Indemnity Company
New York

PORTLAND, OREGON

WILLIAM H. KOOP
PRESIDENT

233 SANSOME STREET
SAN FRANCISCO, CAL.
TELEPHONE EXBROOK 0360

March 7th, 1936

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Ore.

Dear Mr. Glaisyer:

Re- Wilson River-Brooks-Jordan
Creek Section, State Highway
contract No. 1754.

This will acknowledge receipt of notice of liens on the above captioned job filed by Fred Biggs, John A. Biggs, Jr., Frank Pugh and H. L. House against Chas. Leonard and the Great American Indemnity Co.

We were recently served with a summons and complaint wherein David Trent is the plaintiff and Chas. Leonard and Great American Indemnity Co. are defendants in another case where you previously served us with a lien notice.

Mr. Chas. Leonard has secured the services of Geo. P. Winslow, an attorney at Tillamook, Oregon, to defend himself and the Great American Indemnity Co. I am writing you this information so that you may know that these matters are being taken care of promptly. I presume the court action in the Trent case will decide the action on the other liens as all of these cases have come through an attorney by the name of Botts.

Yours very truly,

John H Barnet.

Manager, Surety Department

JHB/B

NOTED
H. B. GLAISYER

191-C

March 6, 1936

Mr. S. H. Probert
Mr. H. G. Smith
Mr. G. S. Paxson

Dear Sirs:

I will appreciate your taking up with me any instructions that you may give to the field with reference to the labor provisions before they are sent out.

Very truly yours,

State Highway Engineer

RHB:HI

Mr. Smith:

In line with the foregoing letter, I believe that you should advise the field to refer all communications addressed to them about labor provisions to this office for reply by this office in order to avoid complications and contrary opinions.

GREEN, TANNER & BOESEN
LAWYERS

B. A. GREEN
K. C. TANNER
CHRIS BOESEN

ATWATER [illegible]

1003 CORBETT BUILDING
PORTLAND, OREGON

RECEIVED
MAR 5 1936

March 4, 1936

Mr. J. H. Scott
State Highway Department
Tillamook, Oregon

Dear Sir:

A number of employes of Mr. Leonard, contractor on the west end of the Wilson River project, have consulted us with reference to classification of the employes of Mr. Leonard. We are informed that Mr. Leonard has not properly classified his employes, and that the matter has been brought to your attention and that no satisfactory explanation has been given.

We are also informed that a carpenter by the name of William Blanchard has been working on other work under Mr. Leonard's direction, and that this other work has been charged to the man-hour requirements of the Wilson River project. May we request that you look into these matters and advise us whether or not there is just cause for complaint?

Yours very truly

GREEN, TANNER & BOESEN

By

KCT:BH

CC State Highway Department
Salem, Oregon

Stenographic
Assistants

191-C

RECEIVED
MAR 1936
OREGON COMMISSION

1754
WPH191-C

Garibaldi, Ore.

March 5, 1936

State Highway Commission

Salem, Ore.

Dear Sirs;

Will you please send me the amount of time and dates these three men worked on the Wilson River Road project for contractor Charles Leonard, in Tillamook County.

George Blanchard

N. A. Blanchard

Lee Blanchard

Yours Truly,
W. V. Lindley

March 6, 1936

Mr. W. B. Lindley
Garibaldi, Oregon

Dear Sir:

A check of the certified pay roll submitted by Chas. H. Leonard, contractor on the Brooks-Jordan Creek Project, indicates that George Blanchard, N. A. Blanchard and Lee Blanchard were employed as outlined below.

George Blanchard

Sept.	1935	88 hrs.	at	50¢
Oct.	1935	178 hrs.	at	50¢
Nov.	1935	150 hrs.	at	50¢
Dec.	1935	108 hrs.	at	50¢

N. A. Blanchard

Sept.	1935	88 hrs.	at	50¢
Oct.	1935	61 hrs.	at	50¢
Nov.	1935	22 hrs.	at	50¢
Dec.	1935	13 hrs.	at	50¢

Lee Blanchard

Sept.	1935	88 hrs.	at	50¢
Oct.	1935	174 hrs.	at	50¢
Nov.	1935	160 hrs.	at	50¢
Dec.	1935	174 hrs.	at	50¢
Jan.	1936	181 hrs.	at	50¢
Feb.	1936	165 hrs.	at	50¢

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dist. by C. A. Bonnett/GS

#1754

191-e

March 4, 1936.

GREAT AMERICAN INDEMNITY COMPANY
c/o Harvey Wells Insurance Agency
Failing Building
Portland, Oregon

Dear Sirs:

We are enclosing herewith a copy of a notice of claim which we have received from the Secretary of State against State Highway contractor Chas. H. Leonard for $255.20 by Frank Pugh, for skilled carpenter work performed by him in connection with the construction of the Brooks-Jordan Creek Section of the Wilson River Highway in Tillamook County, being State Highway Contract No. 1754.

This copy is being sent you as surety on the bond.

Very truly yours,

Secretary

MBL
Encl.
cc - Chas. H. Leonard

March 4,1936

Hon. Earl Snell
Secretary of State
BUILDING

Dear Mr. Snell:

This is to acknowledge receipt of your letter of March 2, enclosing three copies of a claim made by Frank Pugh against Chas. H. Leonard, highway contractor, in the sum of $235.20, for skilled carpenter work performed by said claimant in connection with the construction of the Brooks-Jordan Creek Section of the Wilson River Highway in Tillamook County, Contract No. 1754.

Copies of this notice will be forwarded to the contractor and to his surety on the bond.

Very truly yours,

Secretary

MBL

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

March 2, 1936

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

There are enclosed for your information and files, three copies of a notice of claim by Frank Pugh for $235.20 against the bond taken from Chas. H. Leonard, principal, and Great American Indemnity Company, surety, for work on the Brooks-Jordan Creek Section of the Wilson River Highway, which was filed in this office on February 20th.

Please acknowledge receipt of the copies.

Yours very truly,

Earl Snell
Secretary of State

S:FM
encs. 3

COPY

[illegible] 1936
[illegible]ON
[illegible]MISSION

Law Offices of

H. T. BOTTS

Phone 26

Tillamook, Oregon

February 5, 1936

To
The State of Oregon
And

To
Earl Snell, Secretary of State
of the State of Oregon

And To
The State Highway Commission
of the State of Oregon
Salem, Oregon

NOTICE IS HEREBY GIVEN That the undersigned Frank Pugh has a claim for the doing of 336 hours of skilled carpenter work, performed during the period from September 25, to November 26, 1935, both dates inclusive, in the sum of $235.20, against the bond taken from Chas. H. Leonard, principal, and Great American Indemnity Company, surety, for the work of construction of the Brooks-Jordan Creek section on the Wilson River Highway in Tillamook County, contract with State of Oregon through State Highway Commission.

Frank Pugh

Endoesed: File #2511
Filed, Feb.20, 1936
Earl Snell,
Secretary of State.

#1754

191-C

March 4, 1936

GREAT AMERICAN INDEMNITY COMPANY
c/o Harvey Wells Insurance Agency
Failing Building
Portland, Oregon

Gentlemen:

Enclosed you will find a copy of notice of claim which we have received from the Secretary of State against State Highway Contractor Chas. H. Leonard for $293.30 by John A. Biggs, Jr., for skilled carpenter work performed by him in connection with the construction of the Brooks-Jordan Creek Section of the Wilson River Highway in Tillamook County, being State Highway Contract No. 1754.

This copy is being sent you since you are named as surety on the bond furnished by the contractor.

Very truly yours,

Secretary

MHL
Encl.

cc - Chas. H. Leonard

March 4, 1936

Hon. Earl Snell
Secretary of State
BUILDING

Dear Mr. Snell:

This will acknowledge receipt of your letter of March 2, enclosing three copies of a notice of claim for $295.50 against State Highway Contractor Chas. H. Leonard by John A. Biggs, Jr., for skilled carpenter work performed in connection with the construction of the Brooks-Jordan Creek Section of the Wilson River Highway in Tillamook County, Contract No. 1754.

Copy of this notice will be sent to the contractor and to the surety on his bond.

Very truly yours,

Secretary

MBL

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

March 2, 1936

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B.Glaisyer, Secretary

There are enclosed for your information and files, three copies of a notice of claim for $293.30 against the bond taken from Chas. H. Leonard, principal, and Great American Indemnity Company, surety, for work on the Brooks-Jordan Creek Section of the Wilson River Highway, which was filed in this office on February 20th.

Please acknowledge receipt of the copies.

Yours very truly,

Earl Snell

Secretary of State

S F.
encs. 3

COPY

1936

Law Offices of

H. T. Botts

Phone 26

Tillamook, Oregon

February 5, 1936.

To
The State of Oregon,
And

To
Earl Snell, Secretary of State,
of the State of Oregon.

And To
The State Highway Commission
of the State of Oregon,
Salem, Oregon.

NOTICE IS HEREBY GIVEN That the undersigned John A. Biggs, Jr., has a claim for the doing of 419 hours of skilled carpenter work, performed during the period from September 12 to November 27, 1935, both dates inclusive, in the sum of $293.30, against the bond taken from Chas. H. Leonard, principal, and Great American Indemnity Company, surety, for the work of construction of the Brooks-Jordan Creek section on the Wilson River Highway in Tillamook County, contract with State of Oregon through State Highway Commission.

John A. Biggs, Jr.

Endorsed: File #2513
Filed, Feb.20th, 1936
Earl Snell
Secretary of State.

191-e

#1754

March 4, 1936

GREAT AMERICAN INDEMNITY COMPANY
c/o Harvey Wells Insurance Agency
Failing Building
Portland, Oregon

Gentlemen:

We have today received three copies of a notice of claim by H. L. House for $49.00 against Chas. H. Leonard, for carpenter work performed by said claimant for said contractor in connection with the construction of the Brooks-Jordan Creek Section of the Wilson River Highway in Tillamook County in performance of contract with the Oregon State Highway Commission, No. 1754

Copy of this notice is being furnished you herewith inasmuch as you appear as surety on the bond furnished by the contractor.

Very truly yours,

Secretary

[illegible]
Encl.
cc - Chas. H. Leonard

March 4, 1936

Hon. Earl Snell
Secretary of State
BUILDING

Dear Mr. Snell:

This will acknowledge receipt of your letter of March 2, enclosing three copies of notice of claim by H. L. House for $49.00 against contractor Chas. H. Leonard, for carpenter work, in connection with the construction of the Brooks-Jordan Creek Section of the Wilson River Highway in Tillamook County, contract with Oregon State Highway Commission, No. 1754.

Very truly yours,

Secretary

MBL

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

March 2, 1936

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B.Glaisyer, Secretary

There are enclosed for your information and files, three copies of a notice of claim by H. L. House for $49.00 against the bond taken from Chas. H. Leonard, principal, and Great American Indemnity Company, surety, for work on the Brooks-Jordan Creek section of the Wilson River Highway in Tillamook County, which was filed in this office on February 20, 1936.

Please acknowledge receipt of the copies.

Yours very truly,

Earl Snell
Secretary of State

SF:M
encs. 3

COPY

[illegible] 1936

Law Offices Of

H. T. Botts

Phane 26

Tillamook, Oregon

February 5, 1936

To
The State of Oregon,
And

To
Earl Snell, Secretary of State
of the State of Oregon,

And To
The State Highway Commission
of the State of Oregon,
Salem, Oregon.

NOTICE IS HEREBY GIVEN That the undersigned H. L. House has a claim for the doing of 196 hours of carpenter work, performed during the period from October 21 to November 27, 1935, both dates inclusive, in the sum of $49.00, against the bond taken from Chas. H. Leonard, principal, and Great American Indemnity Company, surety, for the work of construction of the Brooks-Jordan Creek section on the Wilson River Highway in Tillamook County, contract with State of Oregon through State Highway Commission.

H. L. HOUSE

Endorsed: File # 2512
Filed Feb. 20, 1936

Earl Snell,
Secretary of State.

191-e

#1754

March 4, 1936

GREAT AMERICAN INDEMNITY COMPANY
c/o Harvey Wells Insurance Agency
Failing Building
Portland, Oregon

Dear Sirs:

We have today received from the Secretary of State three copies of a notice of claim by Fred Biggs for $47.75 against contractor Chas. Leonard for carpenter work performed for said contractor in connection with the construction of the Brooks-Jordan Creek Section of the Wilson River Highway in Tillamook County, State Highway Contract No. 1754.

Copy of this notice is being sent you inasmuch as you are surety on the bond furnished by the contractor.

Very truly yours,

Secretary

[illegible]
Encl.
cc - Chas. H. Leonard

March 4, 1936

Hon. Earl Snell
Secretary of State
BUILDING

Dear Mr. Snell:

This will acknowledge receipt of your letter of March 2 enclosing three copies of a notice of claim by Fred Biggs for $47.75 against Chas. H. Leonard, contractor with the Oregon State Highway Commission, for carpenter work performed for said contractor in connection with construction of the Brooks-Jordan Creek Section of the Wilson River Highway in Tillamook County.

Copy of this notice is being sent to the contractor and to the surety on his bond. This is Contract No. 1754.

Very truly yours,

Secretary

MBL

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

[illegible]
MAR 3 1936
[illegible] COMMISSION

March 2, 1936

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

There are enclosed for your information and files, three copies of a notice of claim by Fred Biggs for $47.75 against the bond taken from Chas. H. Leonard, principal, and Great American Indemnity Company, surety, for work on the Brooks-Jordan Creek Section of the Wilson River Highway, which was filed in this office on February 20th.

Please acknowledge receipt of the copies.

Yours very truly,

Earl Snell

Secretary of State

S:FM
encs. 3

COPY

Law Offices of

H. T. BOTTS

Phone 26

Tillamook, Oregon

February 5, 1936

To
The State of Oregon,
And

To
Earl Snell, Secretary of State
of the State of Oregon,

And To
The State Highway Commission
of the State of Oregon,
Salem, Oregon.

NOTICE IS HEREBY GIVEN That the undersigned Fred Biggs has a claim for the doing of 191 hours of carpenter work, performed during the period from September 13 to October 16, 1935, both dates inclusive, in the sum of $47.75, against the Bond taken from Chas. H. Leonard, principal, and Great American Indemnity Company, surety, for the work of construction of the Brooks-Jordan Creek section on the Wilson River Highway in Tillamook County, contract with State of Oregon through State Highway Commission.

FRED BIGGS.

Endorsed: File # 2514
Filed February 20, 1936
Earl Snell,
Secretary of State.

191-C

March 3, 1936

Mr. Geo. P. Winslow
Tillamook Building
Tillamook, Oregon

Dear Mr. Winslow:

Reference is made to your letter of February 27th, concerning the classifying of certain labor on the Charles H. Leonard contract for grading work on the Wilson River Highway.

The provisions of the contract which relate to labor and employment are federal provisions and were prepared by the U. S. Bureau of Public Roads. They designate no one to act as umpire in case of dispute. The definitions of the different classes of labor are quite definite, however, and, if there is agreement between the contractor and the claimants as to the exact nature of the work performed by the claimants, there should be little difficulty in determining whether the labor was or was not properly classified and properly paid for. It might be necessary to call upon the Bureau of Public Roads for a ruling, but it should not be necessary to go farther than that.

If there is disagreement between the contractor and the claimants as to the nature of work performed by the claimants, a decision by the Court would appear to be the necessary. Neither our Department nor the Bureau of Public Roads attempts to maintain inspectors on the work to ascertain and record the nature of work performed from day to day by each individual employed on the work. Neither Department is in position, therefore, to determine whether or not each individual has been or is properly classified by the contractor.

Our engineers do know, in a general way, the nature of the work being performed by the contractor's crew as a whole, and, in isolated cases, may know quite definitely the nature of the work performed by some particular individuals. Such knowledge may be of some assistance in settling disputes, but it is not sufficient to qualify the engineer to render final decisions in disputes of the kind.

Very few claims of the nature of the one with which you are now concerned have arisen in connection with our work. The few that have arisen have been made to the U. S. Department of Investigation and have been handled by that Department.

Very truly yours,

State Highway Engineer

GEO. P. WINSLOW
ATTORNEY AND COUNSELOR AT LAW
TILLAMOOK BUILDING
TILLAMOOK, OREGON

RECEIVED
FEB 28 1936
OREGON
HIGHWAY COMMISSION

February 27, 1936

R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Mr. Baldock:

I am writing to you on behalf of Charles H. Leonard who holds contract No. 1754 for work on the Wilson River Highway.

I talked to you about the matter this morning on the telephone and you suggested that I write you and put the question in writing.

Mr. Leonard is having some trouble with various laborers on account of their classifications. The trouble comes up some two or three months after the men finished their work and through some willing attorneys they are now making claim that they should have received pay on a different classification or a higher rate.

The men were all satisfied when they received their pay and each week signed the pay roll, but they now claim that all of their work was in a classification that called for more pay and are making demands upon Mr. Leonard, through their attorneys, for the extra pay.

It seems to me that there probably is some provision in the regulations specifying who should classify the work of these men. In other words is the contractor required to go into court on every claim and litigate with the claimant concerning the classification. Most contracts of the State provide that the engineer in charge shall make decisions upon kindred matter and I would like to know if there is some provision governing these contracts which specify just how such a matter as now confronts Mr. Leonard is disposed of.

These now dissatisfied laborers, about 19 in number, were all satisfied when they received their pay and nothing was said about more pay until a long time after they ceased work.

It seems to me that you probably have had this matter up a number of times and I certainly will appreciate any information you can give me concerning this matter.

Yours very truly,

W:D

R H BALDOCK

NALYSIS TO FEBRUARY 29, 193

191-e

Wilson River Highway, Brooks-Jordan Creek Section, Grading,
Contract 1754, Prefix 29-1009.

Chas. H. Leonard, Contractor
J. H. Scott, Res. Const. Engineer

NOTED
State Highway Engineer

Item	Total Cost Chargeable	Quantity	Unit Cost	Unit Bid	Gross Earned
Clearing & Grubbing	$ 29,697.63	90%		$ 50,000	$ 45,000.00
Falling Danger Trees	334.00	668 Sq. Ft.	0.50	0.50	334.00
Trench Excavation	11,764.37	5,300 Cu. Yd.	2.22	1.00	5,300.00
Common Excavation	9,432.81	34,640 Cu. Yd.	.272	.50	17,320.00
Overhaul	699.00	23,300 Yd. Sta.	.03	.05	1,165.00
6" Porous Drain Tile	89.02	436 Lin. Ft.	.204	.50	218.00
Rock Back Fill	62.00	51 Cu. Yd.	2.00	2.00	62.00
Commissary **Labor only**	445.46				445.46
Cook & Bunk House	7,221.77				6,759.65
	$ 59,746.06				$ 76,604.11

Required Man Hours	239,000	
Labor Hours Used to date.	90,458	Man Hours
Unused Man Hours	148,542	

Gross Earnings	$ 76,604.11
Expense Chargeable to date	59,746.06
Difference To Date	$ 16,858.05

COST ANALYSIS TO FEBRUARY 29, 1936

Wilson River Highway, Brooks-Jordan Creek Section, Grading,
Contract 1754, Prefix 29-1009.

Chas. H. Leonard, Contractor
J. H. Scott, Res. Const. Engineer

DETAIL OF CHARGEABLE EXPENSE TO DATE

Labor:		
Labor	$ 41,104.40	
Supervision	4,730.80	
State Industrial Accident Insurance (3%)	1,375.05	
		$ 47,210.26
Materials:		
6" Drain Tile, 436 Lin. Ft. at $0.12	52.32	
		52.32
Equipment Rental & Expense:		
Move in 37%	242.17	
Camp Const. Mat. 37%	314.40	
Equipment Rental	2,709.00	
Gas, Oil & Greast (not including trucks)	909.73	
Truck Rentals (including gas & oil)	1,159.60	
Cook House Mat. & Supplies	3,722.68	
Bond (1% of Gross Earned)	693.99	
Powder (766.45 used in trench excavation)	1,551.80	
Miscellaneous Expense	1,180.11	
		12,483.48
Grand Total Chargeable to Date		$ 59,746.06

REMARKS:

This job is now about 37% complete. The difference between cost and earning at the present time has no bearing on the probable earnings at the end of the job, due to clearing being bid out of balance; clearing being the best user of man hours at a fair earning, 30% of the man hours used to date being used on work only partially chargeable at the present time--on camp construction and work like wood cutting and camp care that will come back in earnings in addition to the regular pay items.

Actual expendutures to date include about $6000 of non-labor expense not yet chargeable besides the purchase of abcut 18,000 of new equipment for which only rental will be charged to the job.

This job normally would require about 55,000 labor hours instead of the 239,000 as required in the contract or an excess of 184,000 labor hours. These hours with insurance will have an actual cost of about 55 cents per hour, or a total of about $102,000 for excess labor. The bid was raised only about 83,000 above normal price, which assumes getting about 20% useful work from the excess labor.

Extra labor used in camp and clearing have been used to fair advantage. 16,000 man hours were used in 5300 cu. yds. of trench excavation, in which 11,764.38 was spent to earn 5300.00. Hand drilling in rock that a jackhammer could drill at about 1 foot per minute required 3 man hours per foot. To date hand labor used in common excavation has been almost a total loss. There are about 40,000 cu. yds. of common excavation which can be loaded into trucks to fair advantage and other work to make a total of about 58,000 man hours that can be used in addition to about 30,000 man hours required to complete the job by normal methods. This leaves a balance of about 60,000 hours surplus to be paid for without return in value unless otherwise provided for. The final profit on the job depends on the degree to which the contractor will be allowed to utilize this extra labor in extra work for which he can get pay in addition to his income from bid items of his contract. If he can use man hours in providing some of the things he and the men in camp are now buying or making, savings they would otherwise lose, he could add about 3000.00 to 4000.00 to his net return by the end of the job.

If contractor is held to an interpretation of labor use, that only includes definite work on contract and accessories he will probably end the job with a net profit of 6% or 8%, or 12,000 to 16,000. If labor provisions mean the providing of work for relief labor in this county, and he is allowed to do what he can to provide for his requirements of milk, butter, cheese, vegetables, entertainment, overhaul and repair of equipment for himself and men in camp, he should be able to raise the net income to 10%

Good progress has been made on the job in spite of adverse weather conditions, and contractor has used almost entirely relief labor.

There has been about $1000 in claims filed against contractor in attempts to reclassify labor by men who were glad to accept the work with less exposure in preference to working in the weather but are now straining the facts to try to get reclassification, like men hand drilling, holding steel & striking, claiming to be intermediate labor. A compromise settlement could make a possible deluge of claims on all contractors.

E. H. Clymer, Cost Analyst
By Ross C. Miles

#1754

191-C

February 20, 1936

GREAT AMERICAN INDEMNITY COMPANY
C/O Harvey Wells Insurance Agency
Failing Building
Portland, Oregon

Gentlemen:

We have today received a letter from Mr. H. T. Botts, Attorney At Law, Tillamook, Oregon, notifying us of additional claims against contractor Charles H. Leonard, as follows:

Frank Pugh	$255.20
E. L. House	49.00
John A. Biggs, Jr.	295.50
Fred Biggs	47.75

each and all for carpenter work performed by said claimants for said contractor in connection with the construction of the Brooks-Jordan Creek Section of the Wilson River Highway in Tillamook County, in performance of his contract with the Oregon State Highway Commission, Contract No. 1754.

You are being given this notice inasmuch as you are surety on the bond furnished by Chas. H. Leonard.

Very truly yours,

Secretary

MBL

cc - Chas. H. Leonard

February 20, 1936

Mr. H. T. Botts
Attorney At Law
Tillamook Oregon

Dear Mr. Botts:

I have just received your letter of February 18 enclosing additional claims against Charles H. Leonard, as follows:

Frank Pugh	$255.20
N. L. House	49.00
John A. Biggs, Jr.	295.50
Fred Biggs	47.75

together with affidavits of these claims.

I note that you do not wish any additional certified copies of the contract and bond at this time. It is hoped that you will not need any more copies, because our supply of these forms is limited. However, if it is absolutely necessary that you have them, let me know and I will be pleased to send them.

Very truly yours,

Secretary

HBG:MBL

LAW OFFICES OF
H. T. Botts
PHONE 26
TILLAMOOK, OREGON

RECEIVED
FEB 20 1936
OREGON
STATE HIGHWAY COMMISSION

February 18, 1936.

H. B. Glaisyer, Secretary,
State Highway Commission,
Salem, Oregon.

Dear Mr. Glacier:

I wish to acknowledge receipt of yours of the 14th in reference to claim of David T. Trent against Chas. H. Leonard, re state highway contract No. 1754.

I sent the notice to the secretary of state as you suggested, but thank you for the mention of it nevertheless.

I am now enclosing herewith like notices for Frank Pugh, claim of $235.20, H. L. House, claim of $49.00, John A. Biggs, Jr., claim of $293.30, Fred Biggs, claim of $47.75, which I wish to have filed as in the case of the Trent notice.

I am also enclosing affidavits of each of these parties giving the new notices, but I don't think that I shall want to have a copy of the contract for each of these, but wish to have the notices and affidavits filed to comply with the law.

If it should become necessary to have a certified copy of contract and bond for each claim, I will take the matter up with you further.

From the wording of the statute it might seem that each claimant would have to procure a copy of the contract and bond in order to sue thereon. I don't find that any court ruling has been had on the matter, but will not ask for the additional copies unless I find it necessary.

Yours very truly,

H T Botts
H. T. Botts.

HTB:VF
Encls-8

LAW OFFICES OF
H. T. Botts
PHONE 26
TILLAMOOK, OREGON

February 5, 1936.

To
The State of Oregon,
And

To
Earl Snell, Secretary of State
of the State of Oregon,

And To
The State Highway Commission
of the State of Oregon,
Salem, Oregon.

NOTICE IS HEREBY GIVEN That the undersigned Frank Pugh has a claim for the doing of 336 hours of skilled carpenter work, performed during the period from September 25, to November 26, 1935, both dates inclusive, in the sum of $235.20, against the bond taken from Chas. H. Leonard, principal, and Great American Indemnity Company, surety, for the work of construction of the Brooks-Jordan Creek section on the Wilson River Highway in Tillamook County, contract with State of Oregon through State Highway Commission.

Frank Pugh.

LAW OFFICES OF
H. T. Botts
PHONE 26
TILLAMOOK, OREGON

February 5, 1936.

To
The State of Oregon,
And

To
Earl Snell, Secretary of State
of the State of Oregon,

And To
The State Highway Commission
of the State of Oregon,
Salem, Oregon.

NOTICE IS HEREBY GIVEN That the undersigned H. L. House has a claim for the doing of 196 hours of carpenter work, performed during the period from October 21 to November 27, 1935, both dates inclusive, in the sum of $49.00, against the bond taken from Chas. H. Leonard, principal, and Great American Indemnity Company, surety, for the work of construction of the Brooks-Jordan Creek section on the Wilson River Highway in Tillamook County, contract with State of Oregon through State Highway Commission.

H. L. House

LAW OFFICES OF
H. T. Botts
PHONE 26
TILLAMOOK, OREGON

February 5, 1936.

To
The State of Oregon,
And

To
Earl Snell, Secretary of State,
of the State of Oregon,

And To
The State Highway Commission
of the State of Oregon,
Salem, Oregon.

NOTICE IS HEREBY GIVEN That the undersigned John A. Biggs, Jr., has a claim for the doing of 419 hours of skilled carpenter work, performed during the period from September 12 to November 27, 1935, both dates inclusive, in the sum of $293.30, against the bond taken from Chas. H. Leonard, principal, and Great American Indemnity Company, surety, for the work of construction of the Brooks-Jordan Creek section on the Wilson River Highway in Tillamook County, contract with State of Oregon through State Highway Commission.

John A. Biggs Jr.

LAW OFFICES OF

H. T. Botts

PHONE 26

TILLAMOOK, OREGON

February 5, 1936.

To
The State of Oregon,
And

To
Earl Snell, Secretary of State
of the State of Oregon,

And To
The State Highway Commission
of the State of Oregon,
Salem, Oregon.

NOTICE IS HEREBY GIVEN That the undersigned Fred Biggs has a claim for the doing of 191 hours of carpenter work, performed during the period from September 13 to October 16, 1935, both dates inclusive, in the sum of $47.75, against the bond taken from Chas. H. Leonard, principal, and Great American Indemnity Company, surety, for the work of construction of the Brooks-Jordan Creek section on the Wilson River Highway in Tillamook County, contract with State of Oregon through State Highway Commission.

Fred Biggs

STATE OF OREGON,   )
)ss.
County of Tillamook,)

I, Frank Pugh, being duly sworn, say that I supplied and performed labor for Chas. H. Leonard in doing skilled carpenter work in connection with and as a part of the work of the construction on the Wilson River Highway in Tillamook County, Oregon, of the Brooks-Jordan Creek section thereof, which said Leonard, under contract, dated September 5, 1935, with the State of Oregon by the State Highway Commission, undertook to construct, and that payment for such labor has not been made, except in part, and there is a balance owing to me for said labor from said contractor in the sum of $235.20.

I make this affidavit for the purpose of obtaining a certified copy of the contract of said Leonard for such construction and the bond given for the performance thereof.

Frank Pugh

18th Subscribed and sworn to before me this day of February, 1936.

H. G. Boys
Notary Public for Oregon

My Commission Expires Jan. 15, 1940

STATE OF OREGON,)
)ss.
County of Tillamook,)

I, H. L. House, being duly sworn, say that I supplied and performed labor for Chas. H. Leonard in doing carpenter work in connection with and as a part of the work of the construction on the Wilson River Highway in Tillamook County, Oregon, of the Brooks-Jordan Creek section thereof, which said Leonard, under contract, dated September 5, 1935, with the State of Oregon by the State Highway Commission, undertook to construct, and that payment for such labor has not been made, except in part, and there is a balance owing to me for said labor from said contractor in the sum of $49.00.

I make this affidavit for the purpose of obtaining a certified copy of the contract of said Leonard for such construction and the bond given for the performance thereof.

H L House

Subscribed and sworn to before me this 10th day of February, 1936.

H. T. Botts
Notary Public for Oregon
My Commission Expires Jan. 15, 1940

STATE OF OREGON,)
)ss.
County of Tillamook,)

I, John A. Biggs, Jr., being duly sworn, say that I supplied and performed labor for Chas. H. Leonard in doing carpenter work in connection with and as a part of the work of the construction on the Wilson River Highway in Tillamook County, Oregon, of the Brooks-Jordan Creek section thereof, which said Leonard, under contract, dated September 5, 1935, with the State of Oregon by the State Highway Commission, undertook to construct, and that payment for such labor has not been made, except in part, and there is a balance owing to me for said labor from said contractor in the sum of $293.30.

I make this affidavit for the purpose of obtaining a certified copy of the contract of said Leonard for such construction and the bond given for the performance thereof.

John A. Biggs Jr.

Subscribed and sworn to before me this 8th day of February, 1936.

Notary Public for Oregon
My Commission Expires Jan. 15, 1940

STATE OF OREGON,)
)ss.
County of Tillamook,)

I, Fred Biggs, being duly sworn, say that I supplied and performed labor for Chas. H. Leonard in doing carpenter work in connection with and as a part of the work of the construction on the Wilson River Highway in Tillamook County, Oregon, of the Brooks-Jordan Creek section thereof, which said Leonard, under contract, dated September 5, 1935, with the State of Oregon by the State Highway Commission, undertook to construct, and that payment for such labor has not been made, except in part, and there is a balance owing to me for said labor from said contractor in the sum of $47.75.

I make this affidavit for the purpose of obtaining a certified copy of the contract of said Leonard for such construction and the bond given for the performance thereof.

Fred Biggs

Subscribed and sworn to before me this 8th day of February, 1936.

H. O. Davis
Notary Public for Oregon
My Commission Expires Jan. 15, 1940

191-C

#1754

February 15, 1936

GREAT AMERICAN INDEMNITY COMPANY
c/o Harvey Wells Insurance Agency
Failing Building
Portland, Oregon

Gentlemen:

We have today received from The Office of the Secretary of State formal notice of claim of David Trent for $168 against Chas. H. Leonard, contractor, for skilled carpenter work performed by him in connection with the Brooks-Jordan Creek Section of the Wilson River Highway in Tillamook County, and concerning which we sent you notice a day or so ago.

We are enclosing copy of the notice filed with the Secretary of State, inasmuch as you are surety on the bond furnished by the contractor.

Very truly yours,

Secretary

MBL

Encl

cc - Chas. H. Leonard

February 15, 1936

Mr. Earl Snell
Secretary of State
Building

Dear Sir:

This acknowledges receipt of your letter of February 8 enclosing three copies of a claim by David T. Trent for $168 against the bond taken from Chas. H. Leonard, Principal, and Great American Indemnity Company, Surety, for work on the Brooks-Jordan Creek Section of the Wilson River Highway in Tillamook County.

We are forwarding a copy of the notice to the contractor and to the surety on his bond.

Very truly yours,

Secretary

HBG:MEL

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

February 5, 1936

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B.Glaisyer, Secretary

There are enclosed for your information and files, three copies of a notice of claim by David T.Trent for $168.00 against the bond taken from Chas. H. Leonard, principal, and Great American Indemnity Company, surety, for work on the Books-Jordan Creek Section of the Wilson River Highway in Tillamook County, which has been filed in this office today.

Please acknowledge receipt of the copies.

Yours very truly,

Earl Snell

Secretary of State

[illegible]
encs. 3

Law Offices of

H. C. BOTTS

Phone 28
Tillamook, Oregon

February 8, 1936

To
The State of Oregon,
And

To
Earl Snell, Secretary of State
of the State of Oregon,

And To
The State Highway Commission
of the State of Oregon,
Salem, Oregon.

NOTICE IS HEREBY GIVEN That the undersigned Till Trent has a claim for the doing of 240 hours of skilled carpenter work, performed during the period from October 17 to November 27, 1935, both dates inclusive, in the sum of $168.00 against the bond taken from Chas. H. Leonard, principal, and Great American Indemnity Company, Surety, for the work of construction of the Brooks-Jordan Creek section on the Wilson River Highway in Tillamook County, contract with State of Oregon through State Highway Commission.

David T. Trent.

Endorsed: File No. 2510
Filed Feb. 8, 1936
EARL SNELL
Secretary of State

COPY

Law Offices of

H. C. BOTTS

Phone 26
Tillamook, Oregon

February 5, 1936

To
The State of Oregon,
And

To
Earl Snell, Secretary of State
of the State of Oregon,

And To
The State Highway Commission
of the State of Oregon,
Salem, Oregon.

NOTICE IS HEREBY GIVEN That the undersigned Till Trent has a claim for the doing of 240 hours of skilled carpenter work, performed during the period from October 17 to November 27, 1935, both dates inclusive, in the sum of $188.00 against the bond taken from Chas. H. Leonard, principal, and Great American Indemnity Company, Surety, for the work of construction of the Brooks-Jordan Creek section on the Wilson River Highway in Tillamook County, contract with State of Oregon through State Highway Commission.

David T. Trent.

Endorsed: File No. 2510
Filed Feb. 8, 1936
EARL SNELL
Secretary of State

191-C

#1754

February 14, 1936

Mr. H. T. Botts
Tillamook, Oregon

My dear Sir:

This acknowledges receipt of your letter of February 7, enclosing notice of claim of David T. Trent against Chas. H. Leonard, contractor, in the sum of $168.00, for skilled carpenter work performed for said contractor in connection with the construction of the Brooks-Jordan Creek Section of the Wilson River Highway in Tillamook County, State Highway Contract No. 1754.

I notice that your notice is also addressed to Mr. Earl Snell, Secretary of State, and I assume that you have also sent him a copy thereof, as required by law, in order to protect your client's claim.

The certified copy of contract and bond given by Mr. Leonard is being prepared and will be sent to you, as requested.

Very truly yours,

Secretary

MBL

February 14, 1936

Great American Indemnity Company
c/o Harvey Wells Insurance Agency
Failing Building
Portland, Oregon

Gentlemen:

This is to notify you that we have received from Mr. H. T. Botts, lawyer, Tillamook, Oregon, notice of claim of his client, David T. Trent against contractor Chas. H. Leonard, in the sum of $168.00, balance due him for skilled carpenter work performed for said contractor in connection with his construction of the Brooks-Jordan Creek Section of the Wilson River Highway in Tillamook County, State Highway Contract No. 1754.

This notice is being sent you since you appear as surety on the bond furnished by Contractor Leonard.

Very truly yours,

Secretary

MBL

cc - Chas. H. Leonard

#1754

RECEIVED
FEB 8 1936
OREGON
STATE HIGHWAY COMMISSION

LAW OFFICES OF
H. T. Botts
PHONE 26
TILLAMOOK, OREGON

February 7, 1936.

H. B. Glaisyer, Secretary,
State Highway Commission,
Salem, Oregon.

Dear Sir:

I am enclosing notice to the State of Oregon, to Earl Snell, secretary of state, and the highway commission for David T. Trent, known as Till Trent, under Section 67-1101 of the Oregon Code in reference to the contract of Chas. H. Leonard for the construction of the Brooks-Jordan Creek section of the Wilson River Highway in this county, which I would thank you to file as provided by the law.

I am also enclosing affidavit of Mr. Trent showing that he has a claim for labor growing out of this work, and on his behalf I am asking that you send me for him a certified copy of the contract and bond given by Mr. Leonard in that connection.

Yours very truly,

H. T. Botts

H. T. Botts.

HTB:VF
Encls-2.

LAW OFFICES OF
H. T. Botts
PHONE 26
TILLAMOOK, OREGON

February 5, 1936.

To
The State of Oregon,
And

To
Earl Snell, Secretary of State
of the State of Oregon,

And To
The State Highway Commission
of the State of Oregon,
Salem, Oregon.

NOTICE IS HEREBY GIVEN That the undersigned Till Trent has a claim for the doing of 240 hours of skilled carpenter work, performed during the period from October 17 to November 27, 1935, both dates inclusive, in the sum of $168.00, against the bond taken from Chas. H. Leonard, principal, and Great American Indemnity Company, surety, for the work of construction of the Brooks-Jordan Creek section on the Wilson River Highway in Tillamook County, contract with State of Oregon through State Highway Commission.

David T. Trent

STATE OF OREGON,)
) ss.
County of Tillamook,)

I, Till Trent, being duly sworn, say that I supplied and performed labor for Chas. [illegible] Leonard in doing carpenter work in connection with and as a part of the work of the construction on the Wilson River Highway in Tillamook County, Oregon, of the Brooks-Jordan Creek section thereof, which said Leonard, under contract, dated September 5, 1935, with the State of Oregon by the State Highway Commission, undertook to construct, and that payment for such labor has not been made, except in part, and there is a balance owing to me for said labor from said contractor in the sum of $168.00

I make this affidavit for the purpose of obtaining a certified copy of the contract of said Leonard for such construction and the bond given for the performance thereof.

Subscribed and sworn to before me this [illegible] day of February, [illegible].

Notary Public for Oregon
My Commission Expires [illegible]

191-e

February 14, 1936.

West Coast Power Co.
404 Terminal Sales Building
Portland, Oregon

Attention: H. A. Martin,
Division Manager

Gentlemen:

In response to your inquiry of February 11, you are advised that Mr. Charles H. Leonard, whose headquarters address is Albany, Oregon, has a contract for the 4.17 miles of grading on the Wilson River Highway, which is known as the Brooks-Jordan Creek section, in Tillamook County.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

JM:CE

WESTERN STATES UTILITIES CO.
WEST COAST POWER CO.
CALIFORNIA PUBLIC SERVICE CO.

404 Terminal Sales Building
Portland, Oregon

RECEIVED
FEB 12 1936
OREGON

February 11, 1936

State Highway Commission
Salem, Oregon

Gentlemen:

There is a contractor working on grading the "Wilson River Cut-off" near Tillamook. We would like very much to have the name of this contractor and his address.

Yours very truly,

WEST COAST POWER COMPANY

By H. A. Martin
H. A. Martin,
Division Manager

HAM:VLS

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1
POST OFFICE BUILDING
PORTLAND, OREGON

Stencil No. 124

RECEIVED
FEB 7 1936
OREGON
STATE [illegible]

IN YOUR REPLY PLEASE REFER TO FILE No. Ore. WPH 191-C (Regular Plan)
WPH 191-C

February 6, 1936

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the __________ project agreement and certificate for the above numbered projects.

Very truly yours,

W. H. LYNCH
District Engineer

By Caufield
L. J. Caufield
Highway Engineer

Encls.

ER-AApr- 282

Form P. R. 2

State Oregon

U. S. Works Program Highway

Project No. WPH 181, Sec. 6
(Regular Plan)

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

UNITED STATES DEPARTMENT OF AGRICULTURE

WASHINGTON
GOVERNMENT PRINTING OFFICE
1933

8—5518

PROJECT AGREEMENT

Memorandum of Agreement made this 30th day of November, 1935

by and between the Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto; particularly the Emergency Relief Appropriation Act of 1935, approved April 8, 1935 (Public Res. No. 11, 74th Cong.):

Whereas the Highway Department of said State submitted on the 19th day of December, 1932, a project statement, which was approved by the Secretary on the 9th day of January, 1933, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for Section C of said project which were recommended for approval by the United States District Engineer on the 21st day of August, 1935; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of two hundred eight thousand, five hundred and no/100 dollars ($208,500.00) as the share of the United States payable under said act on account of Section C of said project, which ~~does not exceed the authorized Federal percentage of~~/ is the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

Article I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State from funds appropriated under act approved April 8, 1935 (Include date and citation of (Public Res. No. 11, 74th Cong.). act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

Article II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 690+00 at the east end of Section B of said project in the NE 1/4, Sec. 12, T. 1 S., R. 8 W., W.M., and survey station 908+20 in the SE 1/4 of Sec. 25, T. 1 N., R. 8 W., W.M.,

, length 4.168 miles, in Tillamook County, being Section C of Oregon U.S.Wks.Prog.Hwy. / (Regular Plan) project No. WPH 181, consisting of 4.168 miles of roadway and no bridges, ~~each~~ of more than 20 feet clear span, ~~[illegible]~~ known locally as the Wilson River Highway, between official control points Tillamook via Wailson River and Banks.

8—5518

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

[illegible]

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section C of said project shall not in any event exceed the sum of two hundred eight thousand, five hundred and no/100 dollars ($208,500.00), certified to the Secretary of the Treasury as above mentioned, which ~~[illegible]~~

~~[illegible]~~

~~[illegible]~~ is ~~[illegible]~~ the approved total estimated cost of Section C of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to the State Treasurer

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

~~In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.~~

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available)

Chap. 41, Laws of 1927.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the 22d day of Jany, 1936

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Henry F. Cabell
Chairman, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By F L Tou Velle
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

SECRETARY OF AGRICULTURE,
By R. E. Boykin
Acting Chief, Bureau of Public Roads.

Form PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

The Secretary of the Treasury, and

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as U.S.Wks.Prog.Hwy ~~P~~roject No. WPH 191-C (Regular Plan) State of Oregon

Second. That in accordance with said provisions I have approved the sum of $ 208,500.00 as the total estimated cost of said project, and the sum of $ 208,500.00 as the share of the United States, payable under said acts on account of such project, which ~~does not exceed the authorized Federal~~ ~~pro rata share of~~ is said total estimated cost.

Done at the city of Washington, this 22d day of January one thousand nine hundred and thirty-six

Secretary of Agriculture,

By R. E. Boykin
Acting Chief, Bureau of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE: 1934 8—[illegible]

FP-Agr- 281

Form P. R. 2

State Oregon

U. S. Works Program Highway Project No. WPH 191, Sec. C

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

UNITED STATES DEPARTMENT OF AGRICULTURE

WASHINGTON
GOVERNMENT PRINTING OFFICE
1933

8—5518

PROJECT AGREEMENT

Memorandum of Agreement made this 30th day of November, 1935 by and between the Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto; particularly the Emergency Relief Appropriation Act of 1935, approved April 8, 1935 (Public Res. No. 11 74th Cong.);

Whereas the Highway Department of said State submitted on the 19th day of December, 19[illegible], a project statement, which was approved by the Secretary on the 9th day of January, 19[illegible], for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for Section C of said project which were recommended for approval by the United States District Engineer on the 17th day of September, 1935; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of twenty thousand, nine hundred twenty nine and 70/100 dollars ($20,929.70) as the share of the United States payable under said act on account of Section C of said project, which is ~~does not exceed the authorized Federal pro rata share~~ of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State **from funds appropriated under act approved April 8, 1935, (Public Res. No. 11, 74th Cong.).**
(Include date and citation of act of legislature by which authorized)

(*b*) From other sources
(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Culvert construction only

Between **survey station 690+00 at the east end of Section B of said project in the NE 1/4, Sec. 12, T. 1 S., R. 8 W., W.M., and survey station 909+20 in the SE 1/4 of Sec. 25, T. 1 N., R. 8 W., W.M.,**

, length **4.163** miles, in **Tillamook** County, being Section **C** of **Oregon U.S.Wks.Prog. Hwy.** project No **WPH 191**, consisting of **4.163** miles of roadway and **no** bridges, ~~each~~ of more than 20 feet clear span, ~~miles in length~~ **known locally as the Wilson River Highway, between official control points "Tillamook via Wilson River to Banks."**

CHARACTER AND METHOD OF CONSTRUCTION

Article III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section ...6..... of said project shall not in any event exceed the sum of ...twenty thousand, nine hundred twenty nine and 70/100............ dollars ($..20,929.70.....), certified to the Secretary of the Treasury as above mentioned, which ~~[illegible]~~

....

~~dollars ($~~ ....1s............ ~~is~~ the approved total estimated cost of Section ....6.... of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to ...the State Treasurer.................

....
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of ......Oregon.............. ....
(Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

~~In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.~~

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: ....
(Include reference to statute authorizing

......................Chapter 41, Laws of 1927.......................
funds and probable amount annually available)

....

....

....

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. **112.**

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the 22d day of Jany., 1936

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Henry F. Cabell
Chairman, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By F L TouVelle
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

SECRETARY OF AGRICULTURE,

By R. E. Boykin
Acting Chief, Bureau of Public Roads.

8—5513

Form PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

The Secretary of the Treasury, and

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as U.S.Wks.Prog.Hwy. Project No. WPH 191-C, State of Oregon.

Second. That in accordance with said provisions I have approved the sum of $ 20,929.70 as the total estimated cost of said project, and the sum of $ 20,929.70 as the share of the United States, payable under said acts on account of such project, which ~~does not exceed the authorized Federal~~ p~~ercentage of~~ is said total estimated cost.

Done at the city of Washington, this 2nd day of January one thousand nine hundred and thirty-six

Secretary of Agriculture,

By R. E. Boykin
Acting Chief, Bureau of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE: 1934 8—4830

FORM 8-A-1 8M 9-35
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

IN REPLY PLEASE
REFER TO FILE NO.

191-C

January 25th, 1936

Mr. W. E. Chandler
Division Engineer
Office

Dear Sir:

A letter has been received from the Bureau of Public Roads concerning the progress of the Dolan Construction Co. on their contract for the culverts on the Wilson River Highway, WPH 191-C, and I have noticed some mention in the weekly reports concerning the dissatisfaction of the Bureau with the progress of this job.

In my opinion, hauling conditions must be taken into account in the progress of this work, and if it is at all possible, without unreasonable expense, the contractor should be required to augment his forces so that the large culverts are completed on time. I understand that there are several small pipe culverts which cannot be installed until the grading contractor has finished his work. If Dolan be willing, I believe his contract should be extended until the convenient time for the installation of these pipes, as it seems very bothersome to obtain a special agreement with the grading contractor merely for the sake of closing out Dolan's job on time.

Please give me a report on this contract.

Very truly yours,

R. H. BALDOCK
STATE HIGHWAY ENGINEER

By

H. G. Smith
Construction Engineer

HGS:AR

cc to: R. H. Baldock

Gen. Files
191-C

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.________

POST OFFICE BUILDING
PORTLAND, OREGON

January 20, 1936

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

It was noted during a recent inspection of the Wilson River project that the progress of the Dolan Construction Co. on their contract for the culverts, WPH 191-C, Alternate, had been slow to date as evidenced by the lag of the percent work complete 43% to the time elapsed 56%.

Approximately 10 weeks remain for the contractor to complete the 10x10 culvert at Station 704+10 and the 5x5 at Station 850+90. There appears to be sufficient time to complete the work if it is vigorously prosecuted. It is requested that the contractor be required to place on the project the necessary force to complete the project in the time remaining.

Very truly yours,

W. H. LYNCH
District Engineer

By F. E. Andrews

F. E. Andrews
Sr. Highway Engineer

191.C

#1754

CHAS. H. LEONARD
General Contractor
Permanent Address
1140 W. Twelfth St.
ALBANY, OREGON

Temporary Address
Tillamook, Oregon

December 18, 1935

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Glaisyer:

In reply to your letter of December 10, referring to contract #1754, will say that there is no money due Mr. J. O. Babcock. He was paid in full and I have a receipt from him showing that he was paid in full each week. Mr. Babcock is a man 62 years of age. He was tried out on the clearing and found to be unsatisfactory. He then was given work around the camp and there also found to be unsatisfactory and incompetent. He was paid $4.00 per day. When asked by the Foreman to not dilly around so much, he said "That he did not want to do more than $4.00's worth of work a day." When turned off, he was sore and is trying to make all the trouble he possibly can.

I wish to state that among the relief workers, like Mr. Babcock, there is a very small percentage of the 125 to 140 men working on this contract.

Yours very truly,

Chas. H. Leonard
CHAS. H. LEONARD

REFERRED TO
Probert
By State Highway Engineer

NOTED
H. B. GLAISYER

Yours very truly,

Secretary

HBG:D

#1754

191C

December 14, 1935

Great American Indemnity Company,
Harvey Wells Insurance Agency,
412 Failing Building,
Portland, Oregon.

Attention: Mr. John H. Barnet
Manager, Surety Dept.

Gentlemen:

Thanks for your letter of December 13 enclosing a copy of Mr. Winslow's letter concerning a claim of L. J. Babcock against the Chas. H. Leonard contract No. 1754 on the Wilson River Highway.

The information is being noted in the records of this job.

Yours very truly,

Secretary

HBG:D

JESSE S. PHILLIPS
CHAIRMAN OF THE BOARD

WILLIAM H. KOOP
PRESIDENT

PACIFIC DEPARTMENT

**Great American
Indemnity Company
New York**

DANIEL McPEAK
ALFRED W. HILLBACK
MANAGERS

233 SANSOME STREET
SAN FRANCISCO, CAL.
TELEPHONE EXBROOK 0360

HARVEY WELLS INSURANCE AGENCY
GENERAL AGENTS
412 FAILING BUILDING
TELEPHONE ATWATER 7305

PORTLAND, OREGON

December 13th, 1935.

Mr. H.B.Glaisyer, Secretary
Oregon State Highway Commission
Salem, Ore.

Dear Mr. Glaisyer:

I am enclosing herewith a copy of a letter from Attorney Geo. P.Winslow at Tillamook concerning a claim or lien that you wrote me about against Chas. Leonard on Contract 1754.

As far as we are concerned as surety, this matter we will leave entirely in the hands of Mr. Winslow and Mr. Leonard.

Yours very truly,

John H. Barnet.

Manager, Surety Department

JHB/B
encl.

GEO. P. WINSLOW
Tillamook Building
Tillamook, Oregon

December 11, 1935.

Harvey Wells Insurance Agency
Failing Building
Portland, Oregon

Gentlemen:

In Re- Charles H. Leonard Contract
with Great American Indemnity
Company, Bondsman

On December 3rd the State Highway Commission wrote you a letter to the effect that J. O. Babcock was making a labor claim against Mr. Leonard in connection with his contract with the State Highway Commission for construction of a portion of the Wilson River Road, otherwise known as contract No. 1754.

A copy of this letter was also sent to Mr. Leonard by the State Highway Commission, and this is to advise you that I am representing Mr. Leonard in this matter and I have thoroughly investigated the claim and believe the same to be without merit.

Mr. Leonard desired that I give you this information so that you would not think that there was any probability of any liability falling on the Surety Company in respect thereto. The reason that Mr. Leonard is not paying the claim and satisfying this laborer is because he feels, and I also feel, that the claim is wholly without merit.

COPY

Yours very truly,

(Signed) Geo. P. Winslow

W:D

P.S. With kindest personal regards to Mr. Harvey Wells.

#1754

191e

December 10, 1935

Honorable Earl Snell,
Secretary of State,
Building.

Dear Sir:

This acknowledges receipt of your letter of December 9 enclosing copies of notice of claim which has been filed by J. O. Babcock for $41.75 against the bond taken from Chas. H. Leonard and the American Indemnity Company for work on the Wilson River Highway in Tillamook County, contract No. 1754.

In accordance with our usual practice we are today sending copies of this notice to the contractor and the surety.

Yours very truly,

Secretary.

D

EARL SNELL
SECRETARY OF STATE
SALEM, OREGON

December 9, 1935

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B.Glaisyer, Secretary

There are enclosed for your information and files three copies of a notice of claim by J. O. Babcock for $41.75 against the bond taken from Chas. H. Leonard and the American Indemnity Company for work on the Wilson River Highway in Tillamook County, contract No. 1754, which was received and filed in this office on November [illegible]th.

Please acknowledge receipt of the copies.

Yours very truly,

Earl Snell

Secretary of State

F
encs. 3

Robert H.McGrath
Lawyer
Tillamook,Oregon.

To the state of Oregon and/or
The State Highway Commission of
the state of Oregon.

NOTICE IS HEREBY GIVEN that the undersigned J.O.Babcock,of Tillamook City,Oregon, has a claim for balance of wages in the sum of Forty-one and 75/100 Dollars against the bond taken from Great American Indemnity Company as surety for Chas.H.Leonard for labor performed on Highway Contract #1754,Project # 1872,on the Wilson River Highway in Tillamook County,Brooks-Jordan Section.

Dated Nov.23,1935

J.O.Babcock

Endorsed: File #2489
Filed Nov.29,1935
Earl Snell
Secretary of State.

December 10, 1935

Contract
1754

Great American Indemnity Company,
Harvey Wells Ins. Agency,
Failing Building,
Portland, Oregon.

Gentlemen:

We are attaching a copy of notice of claim which has been filed by J. O. Babcock against the bond furnished by Chas. H. Leonard in connection with State Highway Contract No. 1754 for the construction of the Brooks-Jordan Creek Section of the Wilson River Highway, Tillamook County. This claim amounts to $41.75 and is for labor performed on the above mentioned highway.

This information is given to you as you appear as surety on the bond involved.

Yours very truly,

Secretary

D
cc-Chas.H.Leonard
1140 W. 12th St.,
Albany, Ore.

#1754

MC

December 3, 1935

Great American Indemnity Company
Harvey Wells Insurance Agency
Failing Building
Portland, Oregon

Gentlemen:

This letter is to inform you that we have today received from Robert M. McGrath, Lawyer, Portland, for J. O. Babcock, notice of the claim of Mr. Babcock in the sum of $41.75 against Charles H. Leonard, as wages for labor furnished Mr. Leonard in connection with his contract with the State Highway Commission for the construction of the Brooks-Jordan Creek Section of the Wilson River Highway in Tillamook, otherwise known as Contract No. 1754. Copy of the statement of claim is enclosed.

This information is given you since our records disclose that you are the surety on the bond furnished by Mr. Leonard in connection with this project.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

HBG:MBL

Encl.

cc - C. H. Leonard
1140 W 12th St.
Albany, Ore.

December 5, 1938

Mr. Robert H. McGrath, Lawyer
Tillamook , Oregon

Dear Sir:

This acknowledges receipt of your letter of the 28th ult., enclosing notice of claim of J. L. Babcock against the bond furnished the state by Charles H. Leonard, in connection with his contract No. 1754 for the construction of the Brooks-Jordan Creek Section of the Wilson River Highway in Tillamook County.

In accordance with our usual practice, we are bringing this matter to the attention of the Great American Indemnity Company, which appears as surety on the bond furnished by Mr. Leonard in connection with this job. We have also written to our resident engineer, Mr. J. H. Scott, Nehalem, Oregon, requesting him to investigate the matter of Mr. Babcock's employment.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

HBG:MBL

ROBERT H. McGRATH
LAWYER
TILLAMOOK, OREGON

November 28th, 1935.

The State Highway Commission,
Salem, Oregon.

Gentlemen:

Enclosed herewith please find Notice of Claim of J. O. Babcock against the bond of Graet American Surety Company as surety for Chas. H. Leonard, Highway Contract No. 1754 - Brooks-Jordan Section Wilson River Highway.

The dispute is as to the rate at which he should have been paid for doing Rough Carpenter Work in erecting Bunk Houses - he was required to bring his own tools. If your Engineer has made any ruling on the subject I will be glad to know it; also, if not, whether the Commission makes any attempt to settle matters of that kind.

Have written
J. H. Scott
requesting
him to
investigate

I thank you for your courtesy in sending me the copy contract and bond so promptly.

Yours very truly,

ROBERT H. McGRATH
LAWYER
TILLAMOOK, OREGON

To The state of Oregon and/or
The State Highway Commission of
the state of Oregon.

NOTICE IS HEREBY GIVEN that the undersigned J. O. BABCOCK, of Tillamook City, Oregon, has a claim for balance of wages in the sum of Forty-one and 75/100 Dollars against the bond taken from Great American Indemnity Company as surety for Chas. H. Leonard for labor performed on Highway Contract #1754, Project #1872, on the Wilson River Highway in Tillamook County, Brooks-Jordan Section.

Dated Nov. 23, 1935.

J. O. Babcock

191 C

November 25, 1935

Mr. Robert H. McGrath,

Tillamook, Oregon.

Dear Sir:

Responding to your request of November 23, I am forwarding to you today by express a certified copy of the contract awarded by the State Highway Commission to Chas. H. Leonard for the grading on the Brooks-Jordan Creek Section of the Wilson River Highway, Tillamook County.

I presume you desire this copy for use in connection with a claim against this contract, but the state law provides that certified copies of Public Works construction may be obtained from the proper official by filing an affidavit of the claim. We are sending you this certified copy in advance of the receipt of such affidavit, thinking you are in a hurry for it. However, this is not intended to relieve you of the filing of your affidavit. We shall expect you to furnish us with such affidavit within the next few days to complete our records.

Yours very truly,

Secretary

HBG:D

ROBERT H. McGRATH
LAWYER
TILLAMOOK, OREGON

5

November 23rd, 1935.

The State Highway Commission,
Salem, Oregon.

Gentlemen:

Will you be good enough to send me copy of contract of C. H. Leonard, of C. H. Leonard Co., for the work now being done on the Wilson River Road, together with a copy of the bond given in connection with such contract.

Yours very truly,

cc to

C. H. Leonard Co.
Tillamook, Oregon.

Ross C. Miles

[illegible]

NOTED
State Highway Engineer

COST DATA TO NOVEMBER 15, 1935

Brooks Jordan Creek Section, Wilson River Highway
Grading, Contract 1754, Prefix 29-1009

Chas. H. Leonard, Contractor
J. H. Scott, Resident Construction Engineer

	Total Cost	Quantity	Unit Cost	Unit Bid	Gross Earned
Clearing & Grubbing	$18,839.45	62%		50,000.00 All	$31,000.00
Falling Danger Trees	79.00	158 Sq. Ft.	0.50	0.50	79.00
Trench Excavation	4,154.14	3,894 Cu. Yd.	1.066	1.00	3,894.00
6" Pourous Drain Tile	58.00	116 Sq. Ft.	0.50	0.50	58.00
Rock Back Fill in Drains	14.00	7 Cu. Yd.	2.00	2.00	14.00
	$23,144.59				$35,045.00

Gross Earning	$35,045.00
Total Cost of Pay Items to Date	23,144.59
Net Profit to Date	$11,900.41

Remarks:

Work started on this contract September 12, 1935 and is now about 17% complete; based on earnings bid price on clearing was unbalanced. $30,000 to $35,000 would have been a fair bid instead of $50,000, and solid rock was bid low.

Cost data shown in this report is only expense chargeable on work completed to date. The contractor has also errected a camp at a cost of about $5,000; brought in 1-75 Lorain Gas Shovel, 1-220 Cu. In. Compressor, 1-1500 Watt Gas Elec. Generator, 3 trucks and a 600 Ft. 24" Belt Conveyor. Two 90 H,P. Diesel Cats have been ordered for immediate delivery.

The contractor is ahead of schedule on work done, man hours used to date and % of relief man hours used.

Trench excavation is ahead of culvert contractor.

E. H. Clymer

By
Ross C. Miles

COST DATA TO NOVEMBER 15, 1935

Brooks Jordan Creek Section, Wilson River Highway
Grading, Contract 1754, Prefix 29-1009

Chas. H. Leonard, Contractor
J. H. Scott, Resident Construction Engineer

Labor		$16,124.26	
Supervision		440.16	
State Industrial Accident		815.35	
Supervision (Chas. Leonard, 2½ mo.	$250	750.00	
			$18,129.77
Expenses:			
Equipment Rental		575.00	
Gas, Oil & Grease		580.31	
Move in Set Up		684.03	
Small Tools		760.44	
Cook House		786.69	
Rent		26.36	
Freight & Cartage		56.22	
Insurance		90.17	
Steel		65.54	
Misc. Expense		154.41	
Powder		700.20	
Feed		10.00	
Living Expenses		175.00	
Bond 1%		350.45	
			$5,014.82
			$23,144.59

191C

October 30, 1935

Dolan Construction Company
Tillamook, Oregon

Gentlemen:

We are sending to you today by express a fully executed copy of Contract No. 1760, awarded to you on October 8, 1 935, for the construction of culverts on the Brooks-Jordan Creek Section of the Wilson River Highway in Tillamook County.

This copy is for your records and files.

Very truly yours,

Secretary

MBL

191 C

October 29, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement for the Brooks-Jordan Creek Section, U. S. Work Program Alternate Plan Project No. WPH 191-C.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department

U. S. Works Progress
Alternate Plan Project
No. WPH 191-C

BROOKS-JORDAN CREEK SECTION OF THE WILSON RIVER HIGHWAY IN TILLAMOOK COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, November 2, 1935

1,050	lin. ft.	18" Corr. Iron Pipe (Protected Invert)	$ 1.75	$ 1,837.50
100	" "	24" Extra Strength Corr. Iron Pipe (Protected Invert)	3.45	345.00
60	" "	30" Corr. Iron Pipe (Protected Invert)	3.40	204.00
160	" "	36" Extra Strength Corr. Iron Pipe (Protected Invert)	6.00	960.00
40	" "	48" Corr. Iron Pipe (Protected Invert)	7.00	280.00
1,550	" "	18" Concrete Pipe	1.65	2,557.50
80	" "	24" " "	2.10	168.00
100	" "	30" " "	3.75	375.00
70	" "	42" " "	6.00	420.00
450	cu. yds.	Class "D" Concrete	21.00	9,450.00
54,000	lbs.	Metal Reinforcement	.045	2,430.00
			Subtotal.........	$19,027.00
			10% Engr. & Cont.	1,902.70
			Total............	$20,929.70

Length	4.168 miles
Cost per mile	$5,021.52
Estimated Labor Required	8,000 man-hours
Cost of Labor	$ 5,200
Cost of Materials	$10,000

WPA Funds Requested.. $20,929.30

State Funds for Constr: Chap. 175, laws 1917; Chap. 31, laws 1920
State Funds for Maint: Chap. 41, laws 1927

191C

October 29, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement for the Brooks-Jordan Creek Section, U. S. Work Program Regular Plan Highway Project No. WPH 191-C.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. E. Nash/GS

Encl.

Oregon State Highway Department

U. S. Works Program Highway
Project No. WPH 131-C

BROOKS-JORDAN CREEK SECTION OF THE WILSON RIVER HIGHWAY IN TILLAMOOK COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, October 28, 1935

Roadwork (Regular Plan)

All Required		Clearing and Grubbing		$ 50,000.00
2,600	sq. ft.	Falling Danger Trees	$ 0.50	1,300.00
6,200	cu. yds.	Trench Excavation	1.00	6,200.00
157,000	cu. yds.	Common Excavation	0.50	78,500.00
59,000	cu. yds.	Solid Rock Excavation	0.50	29,500.00
244,000	yd. sta.	Overhaul	0.05	12,200.00
55,500	yd. mi.	Truck Haul	0.25	13,875.00
4.17	miles	Finishing Roadbed and Slopes	1,000.00	4,170.00
16,400	lin. ft.	Rounding Cutbanks	0.10	1,640.00
250	lin. ft.	6" Porous Drain Tile	0.50	125.00
25	cu. yds.	Rock Backfill in Drains	2.00	50.00
1,000	cu. yds.	Selected Roadbed Topping	0.50	500.00
2,000	yd. mi.	Hauling Roadbed Topping	0.25	500.00
			Subtotal	$ 198,560.00
			Engineering	9,940.00
			Total	$ 208,500.00

Length	4.168 miles
Cost per mile	$ 50,023.99
Estimated Labor Required	259,000 man-hours
Cost of Labor	$ 131,500
Cost of Materials	- -

WPH Funds Requested- -$ 208,500.00

State Funds for Constr: Chap. 175, laws 1917; Chap. 31, laws 1920
State Funds for Maint: Chap. 41, laws 1927

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO.

POST OFFICE BUILDING
PORTLAND, OREGON

October 24, 1935.

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Reference is made to Oregon U. S. Works Program Highway project WPH 191-C, on which the grading and culverts are being done under separate contracts, the grading have been undertaken under the regular plan and the culverts under the alternate plan.

We have been advised that separate agreements, Units 1 and 2, should be entered into for the two contracts, as such a separation is essential under the Bureau accounting system. We, therefore, request that you prepare separate project agreement estimates for the two units, each estimate to be complete in itself, as would be done if one unit were regular Federal Aid and the other a Works Program project.

Very truly yours,

WH Lynch

W. H. LYNCH
District Engineer

191C

October 17, 1933

Mr. J. M. Scott
Resident Highway Engineer
Nehalem, Oregon

Dear Sir:

Please advise Mr. Dolan that he can be allowed credit for U. S. Employment Service labor employed in his concrete pipe plant at Tillamook only under the following conditions:

1. The entire operation of the plant must be handled in conformance with all provisions of the contract, and the wages paid all employees at the plant must be in accord with the minimums specified in the contract.

2. All employees of the plant must be shown on the transcripts of pay rolls submitted to the engineer by the contractor.

3. No pipe other than that to be used on the Brooks-Jordan Creek Section may be made at the plant during the period for which credits are claimed.

If Mr. Dolan elects to operate in accordance with the above conditions, you will please see that the conditions are complied with.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:IR

cc A. T. Dolan
R. H. Lynch
E. G. Smith
W. E. Chandler

FORM 8-8-1 23460 300 8-35
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

191C

OREGON STATE HIGHWAY COMMISSION
OFFICE OF WM. E. CHANDLER, DIVISION ENGINEER
SALEM

October 15, 1935.

IN REPLY PLEASE
REFER TO FILE NO.
29-1010

~~Mr. J. H. Scott,~~
~~Resident Engineer,~~
~~Oregon State Highway Commission,~~
~~Nehalem, Oregon.~~

NOTED
State Highway Engineer

Dear Sir:

This letter is to advise that you are assigned as resident engineer in charge of the construction work on the Brooks-Jordan Section of the Wilson River Highway, in Tillamook County, recently awarded to the Dolan Construction Company, Tillamook, Oregon.

Your copy of the contract will be forwarded in a few days. Prefix 29-1010 has been set up for this work.

Yours very truly,

WM. E. CHANDLER,
Division Engineer.

cc R. H. Baldock
H. G. Smith

OCTOBER 11, 1935

Dolan Construction Co.,
Tillamook, Oregon.

Gentlemen:

This letter is to inform you that the State Highway Commission approved and accepted the bid submitted by you on October 8 for culverts, etc., on the Brooks-Jordan Section of the Wilson River Highway, Tillamook County, your bid of $19,027.00 being the low bid submitted for that work.

This letter is your authority and our request to commence construction operations immediately. Contract forms will be sent to you shortly for execution.

You are also requested to immediately notify the U. S. Reemployment Service of the approximate time work will begin, and the number and classification of laborers needed for such work.

Yours very truly,

STATE HIGHWAY COMMISSION

By
Secretary

HBG:D

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREGON

October 8, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence in award of contract, as of this date, for Oregon U.S.Works Program Highway project No. WPH 191-C, Brooks-Jordan Creek section of the Wilson River Highway, culverts, to the Dolan Construction Co., Tillamook, Oregon, who submitted the low bid.

Very truly yours,

W. H. LYNCH
District Engineer

By

F. E. Andrews
Sr. Highway Engineer

Jon

191 C

September 18, 1935

Mr. P. L. Crooks, Pres. Treas.
P. L. Crooks & Co., Inc.
Henry Building
Portland, Oregon

Dear Sir:

I thank you for your kind letter of September 11 in which you comment on the method used in furnishing facilities for the examination by prospective bidders of the Brooks-Jordan Creek Section of the Wilson River Highway.

I have referred your letter to Mr. H. G. Smith, Construction Engineer, with the request that he adopt similar methods where they are applicable.

Very truly yours,

State Highway Engineer

RHB:HI

cc Mr. H. G. Smith

September 12, 1935

Mr. R. H. Baldock:

Herewith letter from P. L. Crooks, complimenting you on the preliminary work along the Wilson River Highway. I acknowledged receipt of it and saved it for your personal attention.

C. B. McCullough

CBM:HI

September 12, 1935

Mr. P. L. Crooks, Pres.-Treas.
P. L. Crooks & Co., Inc.
Henry Building
Portland, Oregon

Dear Sir:

Thank you very much for your communication of September 11. We are very pleased if the work which our engineers did along the line of the Brooks-Jordan Creek Section, Wilson River Highway, proved of service to the contractors who looked over this job.

Mr. Baldock is out of the city until the first of next week, but your letter will be brought to his attention immediately upon his return.

Very truly yours,

C. B. McCullough
Ass't State Highway Engineer

CBM:HI

RAILROAD CONSTRUCTION
HIGHWAY CONSTRUCTION
FOUNDATION WORK
CONCRETE WORK
TIMBER WORK
TUNNELS
BRIDGES
DAMS

P. L. CROOKS, PRES. & TREAS.
M. S. GLAVIN, VICE PRES. & SEC'Y

P. L. CROOKS & CO., INC.
CONTRACTORS

HENRY BUILDING
PORTLAND, OREGON

Sept. 11, 1935.

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

We recently looked over the Brooks-Jordon Creek Section of the Wilson River Highway in Tillamook County, on which you were calling for bids.

Your engineers had this project in the nicest shape of any job we have ever looked over. The center line was brushed out so that one could walk over same and find all the center stakes very readily. The stakes were all plainly marked. They also had the right of way marked with lath and the station numbers on same. Along the road that goes in and out from the new line, they had stakes set at intervils, giving the station numbers and also the aproximate distance to center line.

It was a real pleasure to go over this work and certainly a great convenience to a contractor.

We asked Mr. Scott, who showed us the work, how long it took to prepare this job for inspection and he said it took three men about two days, which is not much expense.

We just wanted you to know how much we appreciated the preperation your enginners went to in preparing this project and only hope you have all the new work coming prepared in such a manner.

With kindest personal regards, we remain,

PLC.

Yours very truly,

P. L. Crooks & Co., Inc.,

By P L Crooks
Pres-Treas.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO.

POST OFFICE BUILDING
PORTLAND, OREGON

SEP 1 [illegible]

September 17, 1935

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

The plans, specifications and estimate for Oregon Works Program Highway Project WPH 191-C, construction of culverts on the Brooks-Jordan Creek Section of the Wilson River Highway, have today been recommended for approval. This is your authority for advertising.

Prompt submission of the agreement estimate and the bid tabulation will be appreciated.

To the best of our knowledge the proper procedure governing projects including both the alternate and regular plans is to include both in the same agreement. We have requested our Washington office to advise us if this is not correct. It is requested therefore that both contracts be included in submitting the project agreement estimate.

The project documents are being forwarded with our recommendation for approval, subject to a check of the culvert design in this office.

Very truly yours,

W. H. LYNCH
District Engineer

By T. W. Davis
T. W. Davis
Highway Engineer

September 14, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate to accompany plans and specifications for culvert construction on the Brooke-Jordan Creek Section, U. S. Works Program Alternate Plan Project No. WPH 191-C.

Five bid proposals and five blueprint copies of plans sheet numbers 2, 3, 5 and 8 and, likewise, of the concrete culvert plans are being sent under separate cover.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ME

Encl.

Oregon State Highway Department

U. S. Works Program
Alternate Plan Project
No. WPH 191-C

[illegible]-JORDAN CREEK SECTION OF THE WILSON RIVER HIGHWAY IN TILLAMOOK COUNTY

(Estimate to accompany plans and specifications for drainage structures. Not as basis for project agreement.)

Salem, Oregon, September 14, 1935

1,050	lin. ft.	18" Corr. Iron Pipe (Protected Invert)	$3.25	$ 3,412.50
100	lin. ft.	24" Extra Strength Corr. Iron Pipe (Protected Invert)	5.00	500.00
60	lin. ft.	30" Corr. Iron Pipe (Protected Invert)	6.00	360.00
160	lin. ft.	36" Extra Strength Corr. Iron Pipe (Protected Invert)	8.00	1,280.00
40	lin. ft.	48" Corr. Iron Pipe (Protected Invert)	11.00	440.00
1,550	lin. ft.	18" Concrete Pipe	3.00	4,650.00
80	lin. ft.	24" Concrete Pipe	4.50	360.00
100	lin. ft.	30" Concrete Pipe	5.50	550.00
70	lin. ft.	42" Concrete Pipe	9.00	630.00
450	cu. yds.	Class "D" Concrete	26.00	11,700.00
54,000	lbs.	Metal Reinforcement	0.08	4,320.00
			Subtotal	$28,202.50
			10% Engr. & Cont.	2,820.25
			Total	$31,022.75

Length	4.168 miles
Cost per mile	$ 7,443.07

WPH Funds Requested- $31,022.75

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO.________

POST OFFICE BUILDING
PORTLAND, OREGON

September 5, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence in award of contract, as of this date, for Oregon Works Program Highway Project No. WPH 191-C, Brooks-Jordan Creek section of the Wilson River Highway, to Chas. H. Leonard, Albany, Oregon, who submitted the low bid.

Very truly yours,

W. H. LYNCH
District Engineer

By F. E. Andrews
F. E. Andrews
Sr. Highway Engineer

Hyfile & E ✓
~~[illegible]~~
H

191C

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO.

POST OFFICE BUILDING
PORTLAND, OREGON

August 21, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The P.S.& E. documents for Oregon Works Program Highway Project WPH 191-C, the Brooks-Jordan Creek section of the Wilson River Highway, have today been recommended for approval. This is your authority for advertising for bids.

We have deleted the contingency item on the estimate as it is our understanding that this cannot be included due to the fact that only 239,000 man hours are provided for by the special provisions. Our approval is subject to the approval of the specifications by our Washington Office.

The 40-hour week is approved, provided it meets with the approval of the U.S.Reemployment Service, and advice of their approval should be transmitted to us.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

[illegible]

August 20, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate to accompany plans and specifications for the Brooks-Jordan Creek Section, Project No. WPH 191-C.

Five sets of blueprint plans, five bid proposals and three advance copies of contract are being sent under separate cover.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/US

Encl.

Oregon State Highway Department

U. S. Works Program Highway
Project No. WPH 191-C

BROOKS-JORDAN CREEK SECTION OF THE
WILSON RIVER HIGHWAY IN TILLAMOOK COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, August 20, 1935

All Required		Clearing and Grubbing		$40,000.00
2,600	sq. ft.	Felling Danger Trees	$1.00	2,600.00
6,200	cu. yds.	Trench Excavation	1.50	9,300.00
157,000	cu. yds.	Common Excavation	0.40	62,800.00
59,000	" "	Solid Rock "	1.00	59,000.00
244,000	yd. sta.	Overhaul	0.04	9,760.00
55,500	yd. mi.	Truck Haul	0.30	16,650.00
4.17	miles	Finishing Roadbed and Slopes	400.00	1,668.00
16,400	lin. ft.	Rounding Cutbanks	0.10	1,640.00
250	lin. ft.	6" Porous Drain Tile	1.00	250.00
25	cu. yds.	Rock Backfill in Drains	4.00	100.00
1,000	" "	Selected Roadbed Topping	0.60	600.00
2,000	yd. mi.	Hauling Roadbed Topping	0.30	600.00

Sub-total	$204,968.00
Engineering	10,132.00
	$215,100.00
Contingencies	10,364.80
Total	$225,464.80

Required Labor (Agreement Estimate Items) $215,100.00 ÷ .90	239,000	man hours
Required Labor (Contingencies) $10,364.80 ÷ .90	11,517	" "
Total	250,517	man hours

Length	4.168 miles
Cost per mile	$54,094.24

WPH Funds Requested- $225,464.80

CONTRACT#1756,

WPH 181-E Nehalem River-Rock Cr. Sec., 1935
Wolf Creek Hwy.

1756

[redacted]

Form 333—5M—6-37

181-E

REGON STATE HIGHWAY COMMISSIO

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Feb 12, 1938

Section Nehalem River-Rock Creek

Kind of work Repairing Road for hauling purpose.

Highway Wolf Creek

Section prefix 4-100z FAWPH 18-E

~~**Contractor**~~ State Forces

Contract number 1756

Date of contract ...., 193....

Date of completion ...., 193....

Date work started ...., 193....

Estimated date of completion ...., 193....

Amount of contract $........

Per cent of time elapsed ....%

Estimated cost of completed project, exclusive of engineering $........

Per cent of contract completed, based on total contract price ....%

Engineering cost to date, $........, ...%

Date project was completed ...., 193....

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Extra gang shovel crew completed the slide removal and hauled and placed quarry rock so the road is now usable for hauling purposes. The cost of the work was slightly under the Force Order.

RECEIVED
FEB 14 1938
DIVISION ENGINEER
DIVISION NO. 2

Signed Carl A Peterson

Address Jewell

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

STATE PRINTING DEPT.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....,

Compressors ...., Bull dozers ...., Sheet-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

RECEIVED
JAN 20 1938
FOR FILING

181-2

#1756

January 19, 1938

Great American Indemnity Company,
Harvey Wells Insurance Agency, Agents,
Failing Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 1756 for the construction of the Nehalem River-Rock Creek Section of the Wolf Creek Highway in Clatsop County, has been completed by the contractor, Fred H. Slate, and that final settlement will be made by the State with said contractor for work done under said contract on or after January 29, 1938.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractor in connection with this contract will be $380,333.86, including the final payment. Of this amount $630.15 was for force account work.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary.

Dict. by J. McFarland.

FORM 2-A-1 10M 7-27

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

IN REPLY PLEASE
REFER TO FILE NO.

January 17th, 1938

Mr. R. H. Baldock
State Highway Engineer
Office

Dear Sir:

I have inspected and approved the classification on the Nehalem River-Rock Creek Section of the Wolf Creek Highway, Contract #1756.

The final estimate may be released.

Very truly yours,

H G Smith
H. G. Smith
Construction Engineer

HGS:AR

REFERRED TO
[illegible]
By State Highway Engineer

L, CHAIRMAN, PORTLAND
DRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
F. D. EASON, DIVISION ENGINEER
SALEM

January 13, 1938

IN REPLY PLEASE
REFER TO FILE NO.

4-1002

Mr. R. H. Baldock,
State Highway Engineer,
Office.

Attention: Mr. H. G. Smith.

Dear Sir:

With respect to the classification on the Nehalem River-Rock Creek Section of the Wolf Creek Highway, contract No. 1756, I find that Mr. Peterson took actual elevations on what he considered the top of hard rock that could reasonably be considered as solid rock throughout the sandstone cut from Stations 768 to 792. The area of solid rock section was then planimetered, which gave him a total of 159,328 cubic yards of rock in this cut. A check by planimeter, which Mr. Peterson made, gave a total of 159,497 yards.

Mr. McCallister has computed these areas and gets a total of 158,535 yards. This is approximately 70 per cent of the total yardage in this cut. The cut from Station 809+55 just east of the small Quartz Creek bridge to Station 813+20 is 100 per cent rock. The total quantities provided for in the contract was 500,000 yards of common and 126,000 yards of solid rock, a total of 626,000 yards, solid rock being approximately 20 per cent of the total quantity.

The final estimate gives 472,237 yards of common and 215,001 of solid rock, or a total excavation of 687,238. The final estimate shows slightly over 30 per cent of the total quantity as solid rock.

The heavy increase in total yardage, of course, is explainable by the heavy slides that occurred on this project. As you will remember, the bid price of common excavation and solid rock were the same.

Yours very truly,

F. D. EASON,
Division Engineer.

FDE:AM
cc R. H. Baldock ✓
S. H. Probert
J. W. McCallister

RECEIVED
DEC 15 1937
FOR FILING
181-E

December 15, 1937

Mr. H. G. Smith
Construction Engineer
Office

Dear Sir:

In checking over the final estimate release sheet for the Slate job on the Wolf Creek Highway, I note a very excessive overrun in the solid rock excavation item.

Although the overrun in this case does not affect the cost of the project, I believe that as a safeguard a check should be made of the Division Engineer's classification. I am ordering payment of the final estimate withheld until such a check is made.

Very truly yours,

State Highway Engineer

RHB:ER

181-E

RECEIVED
OCT 11 1937
FOR FILING

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

Stencil No. 3.

IN YOUR REPLY PLEASE
REFER TO FILE No.________

POST OFFICE BUILDING
PORTLAND, OREGON

October 6, 1937

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Final inspection of Oregon WPH 181-E, Nehalem River-Rock Creek Section, Wolf Creek Highway, ________________, was made by a representative of this office on September 8, 1937.

Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L Caufield
L. J. Caufield
Highway Engineer

70

[illegible] 2-37

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
F. D. EASON, DIVISION ENGINEER
SALEM

RECEIVED
OCT 9 1937
FOR FILING
181-E

September 20, 1937

IN REPLY PLEASE REFER TO FILE NO.
4-1002

Mr. R. H. Baldock,
State Highway Engineer,
Office.

Attention: Mr. S. H. Probert.

NOTED
State Highway Engineer

Dear Sir:

Attached hereto are five copies of Form EMP. 32 on state contract No. 1756, the Nehalem River-Rock Creek Section, which was received from Carl Peterson, resident engineer, Jewell, Oregon, this date.

Yours very truly,

F. D. EASON,
Division Engineer.

By

C. F. O'NEIL.

CFO'N:AM
cc R. H. Baldock

#1756

RECEIVED
SEP 1[illegible] 1937
FOR FILING

18[illegible]

September 16, 1937

Great American Indemnity Company,
Harvey Wells Insurance Agency, Agents,
Failing Building,
Portland, Oregon.

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to Fred H. Slate in connection with Contract No. 1756 for the construction of the Nehalem River-Rock Creek Section of the Wolf Creek Highway in Clatsop County. This payment will be made on or after September 25, 1937.

Kindly acknowledge receipt of this letter.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary.

Dict. by J. McFarland.

8-37

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

GC GC

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
F. D. EASON, DIVISION ENGINEER
SALEM

September 13, 1937

IN REPLY PLEASE
REFER TO FILE NO.
4-1002

NOTED

Mr. R. H. Baldock
State Highway Engineer
Office

Attention: Mr. H. G. Smith, Construction Engineer.

Dear Sir:

We are handing to J. W. McCallister this date the following records supporting the semi-final estimate on the Nehalem River-Rock Creek Section of the Wolf Creek Highway:

1	100' Construction Map
1	Final Profile
1	Mass Diagram
4	Books Platted Cross Sections with Computation Sheets Attached
38	Rock Books with Summary Sheet
1	Book Original Cross Sections
1	Book Remeasurement
1	Book Transit
1	Book Grade and Levels
1	Book Culvert Notes and Danger Trees

Three copies of the summary sheet and four copies of the estimate are being transmitted to the office of S. H. Probert. There is attached one copy of the engineer's explanation of overruns and underruns exceeding 10 per cent of the preliminary quantities.

Yours very truly,

F. D. EASON,
Division Engineer.

By

G. W. ROSS,
Office Engineer.

GWR:AM
cc R. H. Baldock
S. H. Probert
J. W. Nash
J. W. McCallister

NEHALEM RIVER - ROCK CREEK SECTION
4-1002 - WPH-181-E

Explanation of Overrun and Underrun of Quantities

Item No.	
3*	Storms blew down some of the danger trees which lessened the original quantity.
4*	It was necessary to go deeper with trenches to catch all seepage.
5*, 6*	There was less common due to more solid rock as originally estimated, but an increase in excavation due to 104,088 cubic yards of slide removal.
7*, 8*	Overhaul and truck haul increased due to the distribution of slide removal.
11*, 18	It was necessary to install more 8-inch porous drains; therefore, it took more rock backfill.
14*	320 lineal feet of 24-inch corrugated iron pipe was placed at 758+ in lieu of 18-inch extra strength, thereby increasing Item #14 and lessened Item #17.
19*, 20*	Class "D" concrete and metal reinforcing was less, due to placing a 42-inch 8 gage corrugated iron pipe in lieu of a 3' x 3' box culvert.

Price Agreements No. 2, 3, 4, 5 increased the original cost.

(Signed)

Carl A. Peterson
Resident Engineer

NEHALEM RIVER - ROCK CREEK SECTION

4-1002 - WPH-181-E

			Original			Final	
Clearing & Grubbing Units "A & C"		1	All	45,000.00	1	All	$ 45,000.00
Clearing and Grubbing Units "B & D"		2	All	35,000.00	2	All	45,000.00
Felling Danger Trees		3	1,500	750.00	3	800	400.00
Trench Excavation		4	2,300	4,600.00	4	3,173.5	6,347.00
Common Excavation		5	500,000	135,000.00	5	472,237.3	127,504.00
Solid Rock Excavation		6	126,000	34,000.00	6	215,000	58,050.00
Overhaul		7	1,014,000	20,280.00	7	1,056,213	21,124.26
Truck Haul		8	194,000	34,920.00	8	205,849.2	37,052.86
Finishing Roadbed and Slopes		9	258	1,290.00	9	2.58	1,290.00
Rounding Cut Banks		10	15,000	1,500.00	10	13,630	1,363.00
8" Porous Drain Tile		11	250	125.00	11	474	237.00
12" Perforated Corrugated Iron Pipe		12	1,500	2,250.00	12	1,574	2,361.00
12" Ext. Perforated Corrugated Iron Pipe		13	450	720.00	13	360	576.00
24" Corrugated Iron Pipe		14	60	180.00	14	380	1,140.00
36" Corrugated Iron Pipe		15	60	360.00	15	60	360.00
18" Concrete Pipe		16	850	2,125.00	16	939	2,347.00
18" Extra Strength Concrete Pipe		17	850	2,210.00	17	636	1,653.60
Rock Backfill in Drains		18	400	800.00	18	555	1,110.00
Class "D" Concrete		19	400	12,000.00	19	244.52	7,335.60
Metal Reinforcing Steel		20	60,000	3,600.00	20	41,767	2,506.02
Selected Roadbed Topping		21	15,000	6,000.00	21	15,894	6,357.60
Hauling Roadbed Topping		22	20,000	3,000.00	22	15,247.5	2,287.13
42" 8 Gage Corrugated Iron Pipe	P.A. #1	23			23	310	3,255.00
Clearing & Grubbing Slide Areas	" #2	24			24	4.53	5,436.00
Excavating Drain Ditch	" #3	25			25	6,861.31	6,861.31
Deepen Channel at S. Fork Quartz Creek	" #4	26			26	890.74	1,781.48
6" Perforated Black Iron Pipe	" #5	27			27	1,476	959.40
				$345,730.00			$380,354.47

Form 336—5M—12-36

121-41

[illegible]GON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Sept 4, 1937

Section Nehalem River - R[illegible]

Kind of work Grading

Highway Wolf Creek

Section prefix 4-1002 WPH-191-E

Contractor Fred & [illegible]

Contract number 1756

Date of contract Oct. 8th, 1935

Date of completion Nov. 30, 1936

Date work started Oct 11th, 1935

Estimated date of completion Aug 18, 1937

Amount of contract $345730.00

Per cent of time elapsed 100%

Estimated cost of completed project, exclusive of engineering $380,354.47

Per cent of contract completed, based on total contract price %

Engineering cost to date, $ 10710.00, 3%

Date project was completed Aug 18, 1937

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Final Records were completed this week with the exception of Final Profile.

RECEIVED
SEP 7 - 1937
OFFICE OF
DIVISION ENGINEER
DIVISION NO. 2

NOTED
RAY WEBBER

Signed Carl A [illegible]

Address Jewell

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

STATE PRINTING DEPT.

	GRADING	SURFACING Agg TCl 4	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	259	305			
Miles partially completed	—	—			
Miles completed	259	305			
Total estimated quantities	687237	—			
Estimated quantities moved or placed to date	687237	—			
Average daily quantities	—	—			
Average daily quantities necessary to complete project on time	—	—			
Number shifts per day	—	—			
Hours per shift	—	—			
Average force on project for week	—	—			

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM						
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES	CONTRACTOR'S KEY MEN, ETC.	TOTAL
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....,

Compressors ...., Bull dozers ...., Sheet-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

FORM 8-A-1 5M 8-37

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

IN REPLY PLEASE
REFER TO FILE NO.

RECEIVED
AUG 30 1937
FOR FILING
181-E

August 24th, 1937

Mr. W. H. Lynch
District Engineer
Bureau of Public Roads
Portland, Oregon

Dear Sir:

May we have your concurrence in an extension of time from August 15th, to August 19th, 1937, Fred H. Slate, contractor on the Nehalem-Rock Creek Section of the Wolf Creek Highway, Oregon U.S. Works Program Highway Project 181-E.

In September 1936, we requested your concurrence in the extension of this contract from November 30th, 1936 to November 30th, 1937, and on October 22nd, you recommended the extension of the contract to August 15th, 1937.

The contractor diligently prosecuted the work but was unable to complete the project until the 18th, an overrun of three days. We recommend that this additional extension of three days be granted without penalty.

Very truly yours,

R. H. BALDOCK
STATE HIGHWAY ENGINEER

By

H. G. Smith
Construction Engineer

Dictated by
Chas. E. Low
H

cc to: R. H. Baldock

R.H. Baldock

181-E

[illegible]t 18th, 1937

Cost Analysis to August 15, 1937
Wolf Creek Highway, Nehalem River-Rock Creek, Grading
Contract 1756, Prefix 4-1002

Fred Slate, Contractor
Carl Peterson, Resident Engineer

Item	Cost	Quantity	Unit Cost	Unit Bid	Gross Revenue
Clearing & Grubbing Units A & C	$40,480.00	46 acres	$880.00	$960.00	$45,000.00
Clearing Only Units B & D	31,850.00	50 "	631.00	690.00	35,000.00
Felling Danger Trees	360.00	800 sq. ft.	0.45	0.50	400.00
Trench Excavation	4,074.30	3,018 cu. yd.	1.35	2.00	6,036.00
Common Excavation	79,050.00	465,000 cu. yd.	0.17	0.27	125,550.00
Solid Rock Excavation	96,730.00	215,000 cu. yd.	0.45	0.27	58,050.00
Overhaul	20,286.00	1,014,330 yd. sta.	0.02	0.02	20,286.00
Truck Haul	37,050.00	195,000 yd. mi.	0.19	0.18	35,100.00
Finishing Roadbed & Slopes	1,702.80	2.58 Miles	660.00	500.00	1,290.00
Rounding Cutbanks	1,090.40	13,630 lin. ft.	0.08	0.10	1,363.00
8" Porous Drain Tile	151.68	474 lin. ft.	0.32	0.50	237.00
12" Perf. Corr. Iron Pipe	2,151.52	1,574 lin. ft.	1.37	1.50	2,361.00
12" Perf. XSTR C.I. Pipe	558.00	360 lin. ft.	1.55	1.60	576.00
24" C.I. Pipe Paved Invert	1,109.60	380 lin. ft.	2.92	3.00	1,140.00
36" " " " " "	346.80	60 lin. ft.	5.78	6.00	360.00
18" Concrete Pipe	1,586.91	939 lin. ft.	1.69	2.50	2,347.50
18" " " XSTR	1,214.76	636 lin. ft.	1.91	2.60	1,653.60
Rock Backfill in Drains	915.75	555 cu. yd.	1.65	2.00	1,110.00
Class "D" Concrete	7,444.22	244.52 cu. yd.	30.44	30.00	7,335.60
Metal Reinforcement	2,398.69	41,767 lbs.	0.057	0.06	2,506.02
Selected Roadbed Topping	4,648.14	14,994 cu. yd.	0.31	0.40	5,997.60
Hauling Roadbed Topping	2,625.12	14,584 yd. mi.	0.18	0.15	2,187.60

Item	Cost	Quantity	Unit Cost	Unit Bid	Gross Revenue
42" C.I. Pipe Paved Invert PA #1	$3,007.00	310 lin. ft.	9.70	10.50	$3,255.00
Clearing & Grubbing PA #2	3,898.40	4.43 acres	885.00	1200.00	5,316.00
Wet Excavation Channel Change PA #3	6,700.00	6,700 cu. yd.	1.00	1.00	6,700.00
Channel Excavation PA #4	2,080.00	800 cu. yd.	2.60	2.00	1,600.00
6" Perf. C.I. Drain Pipe PA #5				0.65	
Force Account #1 and 2	659.14				659.14
Cook House & Lodging	28,197.12	22,029 man days	1.28	1.00	22,029.00
Sale of Camp					1,500.00
	$382,366.55				$396,946.66

Gross Revenue	$396,946.66
Total Cost	382,366.55
Net Profit	$14,580.31

Net Profit Equals 3.7% of Gross Revenue

Cost Analysis to August 15, 1937
Contract 1758, Prefix 4-1002

Detail of Cost

Labor:

Supervision	$8,798.80	
Labor	147,349.09	
Cook House Labor (including labor charged to contract 1919)	6,798.71	
State Industrial Accident Insurance 6%	8,978.18	
Unemployment Insurance 1% 1936, 2% 1937	1,565.00	
Old Age Benefit	250.37	
		$173,740.15

Materials:

8" Porous Drain Tile	474 lin. ft. at 0.16	75.84	
12" Perf. C.I. Pipe	1574 lin. ft. at 1.01	1,589.74	
12" C.I.P. XSTR	360 lin. ft. at 1.18	424.80	
12" C.I.P. Bands	78 each at 1.19	92.82	
24" C.I.P. Prot. Invert	380 lin. ft. at 2.28	866.40	
36" C.I.P. " "	60 lin. ft. at 4.48	268.80	
24" C.I.P. Bands	17 each at 2.51	42.67	
36" C.I.P. "	2 each at 3.98	7.96	
42" C.I.P. XSTR Pro. Inv. 8 gauge with bands	310 lin. ft. at 8.42	2,610.02	
18" Concrete Pipe	939 lin. ft. at 1.18	1,108.02	
18" " " XSTR	636 lin. ft. at 1.44	915.84	
Cement (Del'd on Job)	310 bbls. at 2.80	868.00	
Sand (at Astoria)	112 cu. yd. at 1.05	117.60	
Mineral Aggregate (at Seaside)	220 cu. yd. at 1.50	330.00	
Metal Reinforcement	41,800 lbs. at 0.0326	1,362.68	
Water Stop		49.60	
			10,730.79

Equipment Rental, Supplies & Miscellaneous:

Equipment Rental including Hired Trucks	103,585.00	
Gas, Oil & Grease	21,068.07	
Camp Material & Supplies	2,176.01	
Mess House Supplies (including both jobs)	15,768.54	
Explosives Used on Clearing & Grubbing	6,695.55	
" " " Solid Rock	14,905.25	
Small Tools, Supplies & Misc.	6,068.00	
P.U.C. License	202.05	
Form Lumber	220.35	
Strutting Lumber	106.31	
Loss by Fire (Shop Equipment)	8,800.00	
Freight & Cartage	3,348.12	
Bond	3,734.18	
Home Office & General Overhead	11,220.00	
		197,895.41
Cost Grand Total to August 15th		$382,366.35

Cost Analysis to August 15th, 1937
Contract 1756

REMARKS:

This contract was bid and awarded Oct. 8, 1935; work was started Oct. 14th, 1935, and to August 15th, 1937, was finished with the exception of about 1500 feet of drain pipe which will be done on price agreement and a small amount of hand work on cleaning up ditches and finishing. Mud and slides made it impossible to finish on time, and the date of completion was extended from Nov. 30, 1936, to Nov. 30, 1937. The job will be finished about Sept. 1, 1937.

The clearing and grubbing was through a heavy growth of large fir, spruce and hemlock, with a large number of down trees. Rain and mud hampered progress during the rainy season, and then the dray weather during summer and fall caused a fire hazard that delayed burning. Steep slopes particularly on the first mile of sections "C" and "D" slowed up progress; felled trees catapulted into a boggy creek bottom at base of these slopes and made the limbing, bucking, piling and burning extremely expensive. About 25 tons of explosives were used to blast stumps and split large logs. The cost of clearing and grubbing the 50 acres on sections "A" & "C" was about $880.00 per acre. The cost of clearing only on sections "B" & "D" was about $630.00 per acre.

Most of the common excavation was moved with 7 large caterpillar tractors equipped with rear end bulldosers. The cats were operated 3-7 hr. shifts per day and made good progress when the material was not too wet. Blue rock which slacks and turns to mud when exposed to air and water, also boulders and rock which required ripping were encountered in some cuts. Springs and rain caused deep mud which made it almost impossible to operate in some cuts even in midsummer. Work was discontinued in one cut in the summer of 1936 and left to drain until summer of 1937 when it was completed. Considering all the obstacles the contractor made very good progress. However, LeTourneau scrapers would have increased production and lowered the cost on all material moved over 500 feet.

Solid excavation consisting of basalt and sandstone formation overran the original estimate amounting to 215,000 cubic yards instead of 126,000 cubic yards. About 69 tons of explosives were used to shoot the 215,000 cubic yards of solid, or about 0.65 pound per cubic yard. The sandstone broke large, and considerable plugging and reshooting was required. The cost of drilling and blasting was about $0.20 per cubic yard. Most of the solid was moved with a new 1½ yd. Lorain diesel shovel, 2-25 cu. yd. buggies pulled with 2-95 H.P. cats and 9-1½ ton trucks. A 1¼ cu. yd. shovel and a 7/8 cu. yd. shovel were used part time excavating slides, solid and common. The large rock delayed the shovels in loading and the soft fills delayed the buggies and trucks in hauling.

Quarry run rock was hauled and spread over roadbed to a depth of about 18 inches which makes an excellent subbase. The rock similar to talus was dug with the 7/8 yd. shovel and hauled in 1½ ton trucks at very low cost.

The two box culverts were built during bad winter weather, and it was necessary to construct about ½ mile of poncheon road for transportation of materials. The high cost of Class D concrete was also partly due to extra work diverting water, moving form lumber in with cat and sled before temporary road was completed and the high cost of sand and gravel which was hauled from Astoria and Seaside.

A fire on May 2nd, 1936 completely destroyed the shop, oil house, two light plants, 4 jackhammers, 3000 feet of 2-inch fire hose, and damaged one of the new 95 H.P. diesel cats. The loss by fire amounted to about $8,800.00.

On Oct. 1st, 1936, the contractor was awarded a $76,000 contract which adjoins this job. There was no moving in cost on the new job and the cost of camp, supervision and overhead was spread over both jobs which lowered the cost of both jobs.

The job was bid out of balance, solid and common being bid at the same price, $0.27 per cu. yd. The solid overran the original estimate about 89,000 cu. yds. However, there were about 55,000 cu. yds. of slide material classified as common. The contractor lost about $20,500 due to the unbalanced bid.

The job shows a small profit and considering all obstacles the contractor is entitled to considerable credit for completing without a loss.

E. H. Clymer
Cost Analyst

FORM [illegible] 6-37
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE
H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF WM. E. CHANDLER, DIVISION ENGINEER
BEND, OREGON

RECEIVED
AUG 4 1937
FOR FILING
187-2

IN REPLY PLEASE REFER TO FILE NO.
1937

August 2nd
1937

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Attention: Mr. H. G. Smith

Dear Sir:

Enclosed herewith is an order for fencing in the amount of $1,000.00 on the project east of Quartz Mountain.

Attached also, is requisition for the materials for this fence and a note from George Sothman concerning same.

I saw Mr. Devers a few days ago in Portland. He was in somewhat of a hurry to have this fencing started as the contractor was being held up.

I am not familiar with this fencing and would like to have the stationing checked by the Right of Way Department before this material is purchased.

Very truly yours,

WM. E. CHANDLER
DIVISION ENGINEER

WEC:f
Encl.

cc-Mr. R. H. Baldock ✓
Mr. J. M. Devers

FORM 5-A-1 5M 2-37

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. [illegible]YER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

IN REPLY PLEASE
REFER TO FILE NO.

RECEIVED
APR 26 1937
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181-E

April 24th, 1937

Norblad & Norblad
Attorneys at Law
515 Commercial St.
Astoria, Oregon

Attention: Mr. Walter Norblad.

Dear Sirs:

Reference is made to your letter of April 7th, to Mr. Charles Gram, Labor Commissioner, regarding some labor trouble on the Fred Slate contract at Elsie.

I have made an investigation of this matter and wish to report that a settlement has been reached between the parties mentioned in your letter and the contractor.

Very truly yours,

R. H. BALDOCK
STATE HIGHWAY ENGINEER

H. G. Smith
Construction Engineer

By Ray Webber
Ray Webber
Labor Regulations Engineer

RW:AR

cc to: R. H. Baldock ✓
H. G. Smith
F. D. Eason
C. H. Gram

1M 12-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
F. D. EASON, DIVISION ENGINEER
SALEM

RECEIVED
MAR 30 1937
FOR FILING

March 27, 1937

IN REPLY PLEASE
REFER TO FILE NO.

NOTED
State Highway Engineer

Mr. R. H. Baldock,
State Highway Engineer,
Office.

Attention: Mr. H. W. Libby.

Dear Sir:

There is being handed you herewith the profile with distribution and cross sections of the connection under the east end of the Nehalem River arch one mile east of Elsie. This is the work that was to be incorporated into the bridge contract to be let in the near future by the Bridge Department.

Yours very truly,

F. D. EASON,
Division Engineer.

FDE:AM
cc R. H. Baldock

R H BALDOCK ✓

Jan. 26, 1937

RECEIVED
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181-E

Cost Analysis to Jan. 15th, 1937 [illegible]
Wolf Creek Highway, Nehalem River-Rock Creek Section, Grading
Contract 1756, Prefix 4-1002

Fred H. Slate, Contractor
Carl Peterson, Resident Engineer

NOTED

Item	Cost	Quantity	Unit Cost	Unit Bid	Gross Revenue
Clear & Grub, Units "A" & "C"	40,480.00	98% 46 Acres	880.00	960.00	$44,100.00
Clear Only Units "B" & "D"	31,550.00	99% 50 Acres	631.00	690.00	34,650.00
Falling Danger Trees	135.00	300 sq. ft.	0.45	0.50	150.00
Trench Excavation	4,058.60	3,122 cu. yd.	1.30	2.00	6,244.00
Common Excavation	73,050.00	402,500 cu. yd.	0.181	0.27	108,675.00
Solid Rock Excavation	83,402.00	180,500 cu. yd.	0.462	0.27	48,735.00
Overhaul	18,060.00	903,000 yd. sta.	0.02	0.02	18,060.00
Truck Haul	25,470.00	169,800 yd. mi.	0.15	0.18	30,564.00
Rounding Cutbanks	392.00	5,600 lin. ft.	0.07	0.10	560.00
8" Porous Drain Tile	25.20	84 lin. ft.	0.30	0.50	42.00
12" Perf. Corr. Iron Pipe	1,923.40	1,404 lin. ft.	1.37	1.50	2,106.00
12" XSTR " " "	558.00	360 lin. ft.	1.55	1.60	576.00
24" Pav. Inv." " "	1,051.20	260 lin. ft.	2.92	3.00	1,080.00
36" " " " " "	346.80	60 lin. ft.	5.78	6.00	360.00
18" Concrete Pipe	1,923.50	852 lin. ft.	1.69	2.50	2,130.00
18" XSTR Concrete Pipe	1,160.50	609 lin. ft.	1.91	2.60	1,583.40
Rock Backfill in Drains	693.00	420 cu. yd.	1.65	2.00	840.00
Class D Concrete	7,444.22	244.52 cu. yd.	30.44	30.00	7,335.60
Metal Reinforcement	2,398.69	41,767 lbs.	0.057	0.06	2,506.02
Selected Roadbed Topping	835.20	2,610 cu. yd.	0.32	0.40	1,044.00
Hauling " "	195.75	1,305 yd. mi.	0.15	0.15	195.75
PA #1 42" C.I.P. 8 Ga., Pav. Inv.	3,007.00	310 lin. ft.	9.70	10.50	3,255.00
PA #2, Extra Clear & Grub	3,036.00	3.45 acres	880.00	1200.00	4,140.00
Force Account	398.02				398.02
					$ 319,329.79

Item	Cost	Quantity	Un Cost	Unit Bid	Gross Revenue
(Totals Brought Forward)	$301,594.07				$319,329.79
Cook House & Lodging	23,022.61	18,231 man days	1.26	1.00	18,231.40
Total	$324,616.68				$337,561.19

Gross Revenue	$337,561.19
Total Cost	324,616.68
Net Profit	$12,944.51

Net Profit Equals 3.8% of Gross Earned

Cost Analysis to Jan. 15, 1937
Contract 1756, Prefix 4-1002

Detail of Cost

Labor:

Labor	$136,839.43	
Supervision (Superintendent and Timekeeper)	7,082.80	
State Industrial Accident Insurance	8,946.99	
Unemployment Insurance	1,241.97	
		$154,111.19

Materials:

8" Porous Drain Tile	84 lin. ft. at 0.16	13.44	
12" Perf. Corr. Iron Pipe	1404 lin. ft. at 1.01	1,418.04	
12" XSTR " " "	360 lin. ft. at 1.18	424.00	
12" Bands	75 bands at 1.19	89.25	
24" Corr. Iron Pipe Pro. Inv.	360 lin. ft. at 2.28	820.80	
24" Bands	16 bands at 2.51	40.16	
36" Corr. Iron Pipe Pro. Inv.	60 lin. ft. at 4.48	268.80	
36" Bands	2 bands at 3.98	7.96	
42" Corr. Iron Pipe, Pro. Inv. XSTR, 8 gauge with bands	310 lin. ft. at 8.42	2,610.02	
18" Concrete Pipe	852 lin. ft. at 1.18	1,005.36	
18" " " XSTR	609 lin. ft. at 1.44	876.96	
Cement (On Job)	305 bbl. at 2.80	854.00	
Sand (At Astoria)	110 cu. yd. at 1.05	115.50	
Mineral Aggregate (At Seaside)	220 cu. yd. at 1.50	330.00	
Metal Reinforcement	41500 lbs. at 0.0326	1,352.90	
Water Stop		49.60	
			10,277.59

Equipment Rental, Supplies and Miscellaneous:

Equipment Rental	73,612.35	
Gas, Oil & Grease	15,839.61	
Hired Trucks, including Repairs	7,775.89	
Camp Material & Supplies	2,154.81	
Mess House Supplies	13,522.54	
Small Tools	1,790.80	
Form Lumber	220.33	
Strutting Lumber	106.31	
Supplies and Miscellaneous	4,314.36	
Loss by Fire (Shop Equipment)	7,835.00	
Explosives used on Clearing & Grubbing	6,695.55	
" " " Solid Excavation	14,132.75	
Freight & Cartage	2,634.30	
Bond	3,193.30	
Home Office & General Overhead	6,400.00	
		160,227.90
Total Cost		$ 324,616.68

Cost Analysis to Jan. 15, 1937
Contract 1766, Prefix 4-1002

REM/HKB:

This contract was bid and awarded Oct. 8, 1935; work was started Oct. 14, 1935 and to Jan. 15, 1937 was about 85% complete. The date of completion has been extended from Nov. 30, 1936 to Nov. 30, 1937. Mud and slides made it impossible to finish on time, and it will be impossible to finish until dry weather.

The clearing and grubbing was through a heavy growth of large trees with a large number of down logs. Rain and mud hampered progress during the rainy season, and then dry weather during summer and fall caused a fire hazard that delayed burning.

Steep slopes particularly on the first mile of Sections C and D slowed up progress. Felled trees catapulted into a boggy creek bottom at base of these slopes and made the limbing, bucking, piling and burning extremely expensive. About 25 tons of explosives were used to blast stumps and split large logs. The cost of clearing and grubbing the 50 acres on Sections A and C was about $880.00 per acre. The cost of clearing only on Sections B and D was about $650.00 per acre.

Common excavation was started in January and was carried on all winter with 5-95 H.P. cats equipped with rear and bulldozers when weather would permit. During the spring three more cats and bulldozers were moved on the job. Three 7-hr. shifts per day made good progress throughout the summer and fall when cuts were not too muddy. Blue rock which slacks and turns to mud when exposed to air and water, also boulders and rock which required ripping, were encountered in some of the cuts which slowed progress and increased cost. Springs and rain caused deep mud which made it almost impossible to operate in some cuts. Work was discontinued in one cut until next summer to give the cut a chance to drain. The bulldozers were used to move dirt up to 1500 feet, which is too far for a bulldozer. The cost on material moved over 500 feet could have been reduced about 50% if carryall scrapers had been used.

Solid excavation consisting of basalt and sandstone formation will amount to about [illegible] cu. yds. instead of the [illegible] cu. yds. as estimated. About [illegible] tons of explosives have been used to blast the [illegible] cu. yd. moved to date or about [illegible] lbs. per cu. yd. The rock breaks large and considerable plugging and reshooting is required. The cost of drilling and blasting is about $0.25 per cu. yd. A new [illegible] yard [illegible] shovel has excavated most of the solid. A 1¼ yd. shovel and a [illegible] yd. shovel were used part time excavating slides, solid and common. [illegible] cu. yd. buggies pulled with 35 H.P. cats and about 9-1½ ton trucks were used for hauling. [illegible] in hauling and soft fills delayed buggies and trucks in hauling.

Two box culverts built during bad winter weather required the construction of about one-half mile of [illegible] road for transportation of materials. The high cost of [illegible] was [illegible] partly due to extra work diverting water, [illegible] before necessary road was completed, and the high cost of [illegible] gravel hauled from [illegible], about 10 miles.

A fire in May [illegible] completely destroyed the shop, oil house, 2 light plants, Remarks (Continued)

4 jackhammers, 3000 feet 2" fire hose and seriously damaged one 95 H.P. diesel cat. The loss by fire amounts to about $8,800.

The contractor unbalanced his bid and bid solid and common at the same price $0.27 per cu. yd. The solid rock will overrun the preliminary estimate about 75,000 cu. yds. which means a loss to the contractor of about $20,000. Mud slowed up the common excavation; also the clearing, grubbing and box culverts were difficult due to rain, mud, no roads and mountainous country.

On Oct. 1, 1936 the contractor was awarded another contract which adjoins this job. The cost of camp, supervision and overhead will be prorated over both jobs which will lighten the burden on this contract. This job still shows a small profit, and the contractor may be able to complete without a loss.

E. H. Clymer
Cost Analyst

RECEIVED
JAN 29 1937
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UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREGON

Stencil No. 124

IN YOUR REPLY PLEASE
REFER TO FILE No. Oregon FAP 181-E
Nehalem River-Rock Creek Sec.,
Wolf Creek Highway.

181-E

January 22, 1937.

RECEIVED
JAN 25 1937
STATE HIGHWAY COMMISSION

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the __________ project agreement and certificate for the above numbered project.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Highway Engineer

Encls.

ron

Apr 30/34

Form P. R. 2

State Oregon

Project No. 101-E

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

UNITED STATES DEPARTMENT OF AGRICULTURE

WASHINGTON
GOVERNMENT PRINTING OFFICE
1933

8—5518

Form P. R. 1

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 17th day of December, 1936

by and between The Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 9th day of September, 1936, a project statement, which was approved by the Secretary on the 9th day of October, 1936, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for Section E of said project which were recommended for approval by the United States District Engineer on the 15th day of September, 1936; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of fifty one thousand, two hundred ten and 00/100 dollars ($51,210.00) as the share of the United States payable under said act on account of Section E of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

8—5518

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(a) By the State under Chap. 173, laws of 1917; Chap. 31, laws of 1920.
(Include date and citation of act of legislature by which authorized)

(b) From other sources
(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 813+20, in the S.E. 1/4, Sec. 11, T.4 N., R.7 W., W.M. and survey station 844+30 in the N.E. 1/4, Sec. 14, T.4 N.,R.7W., W.M.

, length 0.589 of a mile~~s~~, in Clatsop County, being Section E of Oregon project No. 101, consisting of 0.589 of a mile~~s~~ of roadway and no bridges, ~~each~~ of more than 20 feet clear span.

~~[illegible]~~

3—5518

CHARACTER AND METHOD OF CONSTRUCTION

Article III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

[illegible]

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section E of said project shall not in any event exceed the sum of fifty one thousand, two hundred ten and 00/100 dollars ($51,210.00), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of eighty three thousand, nine hundred fifty two and 00/100 dollars ($83,952.00), the approved total estimated cost of Section E of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to the State Treasurer

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon

(Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

~~In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.~~

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 41, laws of 1927.

(Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the 11th day of January, 1937

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Henry F. Cabell

Chairman, State Highway Commission
(Title of officer)

By E. B. Aldrich

Member, State Highway Commission
(Title of officer)

By

Member, State Highway Commission
(Title of officer)

By

(Title of officer)

By

(Title of officer)

SECRETARY OF AGRICULTURE,

By

Acting Chief, Bureau of Public Roads.

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(*Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.*)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as Project No. 161-E, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 63,952.00 as the total estimated cost of said project, and the sum of $ 51,210.00 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this 11th day of January one thousand nine hundred and thirty-seven

SECRETARY OF AGRICULTURE,

By

Acting Chief, Bureau of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE 3—4020

RECEIVED
DEC 1 1936
FOR FILING
181-8

November 30, 1936

Associated Oil Company,
Pittock Block,
Portland, Oregon.

Attention: J. H. Dalton.

Gentlemen:

Reference is made to to your letter of November 27th concerning the Fred H. Slate contract No. 1756, Nehalem River-Rock Creek Section in Clatsop County.

The original date of completion of this contract is November 30, 1936. Mr. Slate has made application for an extension of time. However, as no action has been taken on the application we are unable to advise you of the completion date.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary.

Dict. by J. McFarland.

ASSOCIATED OIL COMPANY

866-78 PITTOCK BLOCK

PORTLAND, OREGON

November 27, 1936

RECEIVED
NOV 28 1936

Mr. H.B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Attention- Mr. J. McFarland

Re: Fred H. Slate
Contract 1756

Dear Sir:

This refers to your letter of November 5th.

In the above letter you advised that the original completion date on this contract was November 30, 1936, but subject individual had made application for an extension of time but no action had been taken on his request; therefore you were unable to advise us the extension date at that time.

We are wondering if you are now in a position to advise this office the extension date on subject contract.

Very truly yours,

ASSOCIATED OIL COMPANY

J H Dalton
J.H. DALTON
Oregon Division Credit Manager

HLA:LH

RECEIVED
NOV 5 1936
FOR FILING

181-8

#1756

November 5, 1936

Associated Oil Company,
Pittock Block,
Portland, Oregon.

Attention: Mr. J. H. Dalton.

Gentlemen:

Reference is made to your letter of November 4th concerning the Fred H. Slate Contract No. 1756 for the construction of the Nehalem River-Rock Creek Section of the Wolf Creek Highway in Clatsop County.

You are advised that the original date of completion of this contract is November 30, 1936. Mr. Slate has made application for an extension of time. However, no action has been taken on his request so we are unable to advise you at this time as to what date the extension will be made.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary.

Dict. by J. McFarland.

3405 10M 11-35

ASSOCIATED OIL COMPANY

866-78 Pittock Block

PORTLAND, OREGON

November 4, 1936

RECEIVED
NOV 5 1936

Mr. H.B. Glaisyer, Secretary,
Oregon State Highway Commission,
Salem, Oregon

Attention - Mr. J. McFarland

Re: Fred H. Slate
Job #1734

Dear Sir:

We understand that the completion date on the above job has been extended, and we are wondering if you can advise this office the new completion date.

Very truly yours,

ASSOCIATED OIL COMPANY

JHDalton
J.H. Dalton
Oregon Division Credit Manager

HLA:LH

1-1-E

R H Baldock ✓

Wolf Creek Highway, Nehalem River-Rock Creek Section
Grading, Contract 1758, Prefix 4-1002

Fred Slate, Contractor
Carl Peterson, Resident Engineer

ITEM	Cost	Quantity	Unit Cost	Unit Bid	Gross Revenue
Clearing & Grubbing, Units A & C	$ 45,890.00	98%			$ 44,100.00
Clearing, Units B & D	25,942.50	75%			26,250.00
Falling Danger Trees	90.00	200 Sq. Ft.	0.45	0.50	100.00
Trench Excavation	3,928.50	2,910 Cu. Yd.	1.35	2.00	5,820.00
Common "	64,679.00	368,700 Cu. Yd.	0.175	0.27	99,549.00
Solid Rock "	60,385.00	138,000 Cu. Yd.	0.44	0.27	37,260.00
Overhaul	16,132.00	806,600 Y.Sta.	0.02	0.02	16,132.00
Truck Haul	24,660.00	164,400 Y.Mi.	0.15	0.18	29,592.00
Rounding Cut Banks	216.00	3,600 L.F.	0.06	0.10	360.00
8" Porous Drain Tile	31.92	84 L.F.	0.38	0.50	42.00
12" Perforated Corr. Iron Pipe	1,676.50	1,224 L.F.	1.37	1.50	1,836.00
12" XSTR " " "	558.00	360 L.F.	1.55	1.60	576.00
24" Corr. Iron Pipe P.I.	998.30	360 L.F.	2.77	3.00	1,080.00
36" " " " P.I.	378.45	60 L.F.	6.31	6.00	360.00
18" Concrete Pipe	1,376.87	813 L.F.	1.69	2.50	2,032.50
18" " " XSTR	1,160.50	609 L.F.	1.91	2.60	1,583.40
Rock Backfill in Drains	603.90	366 C.Y.	1.65	2.00	732.00
Class "D" Concrete	7,444.22	244.52 C.Y.	30.44	30.00	7,335.60
Metal Reinforcement	2,398.69	41,767 Lbs.	0.057	0.06	2,506.02
Selected Roadbed Topping	835.20	2,610 C.Y.	0.32	0.40	1,044.00
42" Corr. Iron Pipe P.I. PA #1	3,007.00	310 L.F.	9.70	10.50	3,255.00

NOTED
State Highway Engineer

Item	Cost	Quantity	Unit Cost	Unit Bid	Gross Revenue
Hauling Roadbed Topping	$ 195.75	1,305 Yd. Mi.	0.15	0.15	$ 195.75
Force Account	398.02				398.02
Cook House & Lodging	20,719.56				16,440.00
	$ 283,705.68				$ 298,579.29

Gross Revenue	$ 298,579.29
Total Cost	283,705.68
Net Profit	$ 14,873.61

Net Profit Equals 5% of Gross Revenue

COST ANALYSIS TO OCT. 3, 1936

Contract 1756, Prefix 4-1002

DETAIL OF COST

Labor:				
Labor			$ 119,262.45	
Supervision (including Fred Slate 11 Mo. at $200)			10,222.80	
State Industrial Accident Insurance			8,202.22	
Unemployment Insurance			854.15	$ 138,521.61
Materials:				
8" Porous Drain Tile	84 L.F.	at 0.28	23.52	
12" Perf. Corr. Iron Pipe	1224 L.F.	at 1.03	1,260.72	
12" XSTR " " "	360 L.F.	at 1.12	403.20	
12" Bands	68	at 1.23	83.64	
24" Corr. Iron Pipe Protected Invert	360 L.F.	at 2.10	756.00	
24" Bands	16	at 2.14	34.24	
36" Corr. Iron Pipe Protected Invert	60 L.F.	at 4.98	298.80	
36" Bands	2	at 4.42	8.84	
42" Corr. Iron Pipe Protected Invert, XSTR 8 gauge, including Bands	310 L.F.	at 8.42	2,610.02	
18" Concrete Pipe	813 L.F.	at 1.20	975.60	
18" " " XSTR	609 L.F.	at 1.43	870.87	
Cement Delivered on Job	305 Bbl.	at 2.80	854.00	
Sand (At Astoria)	110 C.Y.	at 1.05	115.50	
Mineral Aggregate (At Seaside)	220 C.Y.	at 1.50	330.00	
Metal Reinforcement	41,500 Lbs.	at 0.0326	1,352.90	
Water Stop			49.60	10,027.45
Equipment Rental, Supplies and Miscellaneous:				
Equipment Rental			62,945.00	
Gas, Oil & Grease			14,849.17	
Hired Trucks, including Repairs			7,280.50	
Camp Materials			2,154.81	
Mess House Supplies			12,238.08	
Small Tools			1,790.80	
Form Lumber			220.55	
Strutting Lumber			106.31	
Drill Steel & Drilling Supplies			508.51	
Miscellaneous Expense			3,326.00	
Loss by Fire May 2nd (Shops & Equipment) Charge Off 80%			7,040.00	
Explosives Used on Clearing & Grubbing			6,561.55	
" " " Solid Rock			10,879.90	
Freight & Cartage			2,454.57	
Bond			2,821.29	135,156.62
COST GRAND TOTAL				$ 283,705.68

COST ANALYSIS TO OCT. 3, 1936

Contract 1756, Prefix 4-1002

REMARKS:

This contract was bid and awarded Oct. 8, 1935; work was started Oct. 14th, 1935, and to Oct. 1st, 1936, was about 80% complete. The date of completion has been extended from Nov. 30, 1936 to Nov. 30, 1937, as mud and slides have made it impossible to finish on time and it would be impossible to finish during the rainy season.

The clearing and grubbing has been through a heavy growth of large trees with a large number of down logs. Rain and mud hampered progress during the rainy season, and then during summer and fall the dry weather has delayed burning. Steep slopes particularly on the first mile of Sections C & D slowed up progress. Felled trees catapulted into a boggy creek bottom at base of these slopes and made limbing, bucking, piling and burning extremely expensive. About 24 tons of explosives have been used to blast stumps and split large logs. The cost of clearing and grubbing the 30 acres on Sections A & C was about $920 per acre. The cost of clearing only on Sections B & D was about $680 per acre.

Common excavation was started during January and was carried on all winter with 3 large cats and bulldozers when weather would permit. During the spring 3 more cats and bulldozers were added. 3-7 hr. shifts per day made good progress when not too muddy. Blue clay and springs near bottom of some of the cuts made excavation very difficult, and work was discontinued in one cut until next year to give the cut a chance to drain. Boulders and rock in some cuts required ripping and increased cost.

Solid excavation consisting of a sandstone formation will amount to about 200,000 cubic yards instead of 128,000 cubic yards as estimated. About 48 tons of explosives have been used to blast the 138,000 cubic yards moved to date. The rock breaks large and considerable plugging and reshooting is required. The cost of drilling and blasting is about $0.23 per cubic yard. A new 1½ cubic yard Lorain diesel shovel was moved in during April. A 1¼ cubic yard Lorain shovel was moved in during July and a 7/8 yard Lorain was moved in the first of September. Two 25 cu. yd. buggies and about 9-1½ ton trucks were used for hauling. Large rock delayed shovel in loading and soft wet fills delayed trucks and buggies in hauling.

Two box culverts built during bad winter weather required the construction of about one-half mile of poncheon road for transportation of materials. The high cost of Class B" concrete was also partly due to extra work diverting water, moving form lumber in with cat and sled before road was completed and the high cost of sand and gravel hauled from Astoria and Seaside, about 40 miles.

A fire on May 2nd completely destroyed the shop, oil house, 2 light plants, 4 jackhammers, 3000 feet of 2" fire hose and seriously damaged one 95 H.P. diesel cat. The loss by fire amounts to about $8,800.

The contractor unbalanced his bid and bid solid and common at the same prive, $0.27 per cu. yd. The solid rock will overrun the estimate about 75,000 cubic yards which will mean a loss to the contractor of about $20,000. Blue clay mud has been very expensive to excavate; also the clearing, grubbing and box culverts were difficult due to rain, mud, no roads and rough country.

The contract still shows a small profit and the contractor may be able to complete without a loss.

E. N. Clymer
Cost Analyst

181-3

[illegible]

x

Wolf Creek Highway, Nehalem River-Rock Creek Section
Contract 1756, Prefix 4-1002

Estimated Cost of Excavating Drainage Ditch
Above Fill At Station 759-Station 764

A large drainage ditch was excavated off the right of way above and east of the large fill at Station 759 to Station 764, so that 12" perforated corrugated iron pipe could be laid and backfilled with rock to drain a slip plane area and prevent fill from sliding out.

This ditch was very difficult to dig due to blue clay, seepage from several springs and rain. The ditch was about 375 feet long, with a maximum depth of 38 feet and required the excavation of about 7500 cubic yards of mud and clay. The job was started June 29th, and was not completed until Aug. 20, as it was impossible to work continuously. Work would be carried on until mud became so deep that the cats and men would mire, then drainage ditches on top surfaces were opened up and material allowed to dryout until it was possible to excavate a few feet deeper. Due to the location, class of material and depth of trench, it was necessary to handle the excavated material about three times.

About 7000 cubic yards was excavated with cats and bulldozers. The cats were continually miring down and a large percentage of the time was required in pulling the cats out. Repairs on equipment were high. About 500 cubic yards in the bottom of the trench was excavated by hand labor. Cribbing was required.

The exact record of equipment and labor time was not kept but is estimated about as follows:

1 - 95 H.P. Diesel Cat, including driver and oil	400 hrs.	at $6.00	$ 2,400.00
1 - 40 H.P. " " " " " "	450 Hrs.	at 4.00	1,800.00
Labor, 9 Men - 25 Days, 8 hrs. per day	1800 hrs.	at 0.50	900.00
" 4 " - 50 Days, 8 hrs. per day	1600 hrs.	at 0.50	800.00
" 1 Man - 50 Days, 8 hrs. per day	400 hrs.	at 0.75	300.00
Supervision and Miscellaneous Expense			600.00
			$ 6,800.00
Profit 10%			700.00
TOTAL			$ 7,500.00

Cost per Cu. Yd. = $\frac{\$7500.00}{7500 \text{ cu. yds.}} = \$1.00$

NOTED
[illegible] Highway Engineer

E. H. Clymer
Cost Analyst

181-3

x

October 9, 1936

Mr. Fred H. Slate
Multnomah, Oregon

Dear Sir:

We are sending to you today, by express, four copies of State Highway Contract No. 1919, which was awarded you on October 1, for grading 0.59 mile of the Quartz Creek Section of the Wolf Creek Highway, in Clatsop County.

Please execute all four copies of this contract as to agreement and bond and return them to this office for approval by the State Highway Commission. When this is done a fully executed copy will be returned to you for your files. An executed copy will also be furnished the surety on your bond.

Your attention is called to the paragraph under Section 5 of the General Provisions, which relates to the Workmen's Compensation Act. You are expected to accept the terms of this Act and to carry on your work under this contract in strict conformance therewith.

Your attention is also called to the page immediately following page No. 14 of the mimeographed Special Provisions, which relates to payment by the contractor of amounts due hospital associations, etc.

You are requested to notify the U. S. Reemployment Service at once of the approximate date work will be commenced under this contract and the number and classification of men required to carry on such work.

Very truly yours,

Secretary

MHL

181-3

October 2, 1936

Mr. Fred H. Slate,
Multnomah, Oregon

Dear Sir:

The State Highway Commission, at its meeting on October 1, awarded to you the contract covering the 0.59 mile of grading on the Quartz Creek Section of the Wolf Creek Highway, in Clatsop County, based on your low bid of $76,320.00.

Contract forms will be sent to you in a few days for execution.

Very truly yours,

MC Secretary

cc - S. H. Probert

RECEIVED
NOV 19 1936
FOR FILING

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREGON

IN YOUR REPLY PLEASE
REFER TO FILE NO. 181-E

October 1, 1936

Mr. R. H. Beldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence in award of contract, as of this date, for Oregon Federal Aid Project No. 181-E, Quartz Creek section of the Wolf Creek Highway, to Fred H. Slate, Multnomah, Oregon, who submitted the low bid.

Very truly yours,

W. H. LYNCH
District Engineer

By

F. E. Andrews
Sr. Highway Engineer

RECEIVED
AUG 23 1937
FOR FILING
181-E

September 30th, 1936

Mr. W. H. Lynch
District Engineer
Bureau of Public Roads
Portland, Oregon

Dear Sir:

Reference is made to your letter of September 25th, regarding the extension of time to November 30th, 1937 on our Oregon WPH 181-E, Nehalem River-Rock Creek Section of the Wolf Creek Highway. Your Regional office must have misunderstood my letter of September 18th, and interpreted it in line with your practice on Forest roads, as there has been no shut-down on this work as the contractor worked throughout the entire winter and spent unusual sums in the construction of a tote road in an endeavor to haul concrete aggregate onto the job for the culverts. The abnormal winter conditions cannot be measured by the amount of rainfall inasmuch as this rain extended very late into the spring with no drying weather such as we usually have during February, March and April. There are no rain gauging stations sufficiently close to this project to be representative of the rainfall.

The contractor has sufficient equipment on the job to finish within the requisite time, November 30th, 1936, if it were possible to excavate the cut from Station 695 to 710 and build the fill at Station 677 to 688, with the material from the cut. This cut is so super-saturated and is composed of material of such water-holding consistency that the fill is started to flow under its weight, and no more material can be placed upon this fill until it has drained out and become consolidated. This fill must necessarily stand over the winter and become entirely compacted before more wet material from the cut can be placed upon it. There is about ten or fifteen thousand yards left in the cut, and since the road in no event can be used until the rest of the sections are completed, it is only sensible to allow the section to wait until the fill has become consolidated and the cut better drained.

There were no indications from the test pits that this soil would be so slow drying. In fact, it was the general opinion that this section would be much more workable than the ones along Humbug Creek west from Elsie. Therefore, there was no occasion to anticipate that this job would require two seasons to construct. Since the Wolf Creek Highway is only conveniently workable from either end, that from the Nehalem River or from Bare Mountain, it is quite essential that the contractor be given only the anticipated time to finish the job. If more than that were given the next project would necessarily be held up, but in this particular instance, the contractor now has a portage road around this cut which he has made available to the other contractors. Therefore, the section to the east of this will not be affected by the delay in completing the present section.

Yours very truly,

State Highway Engineer

R

RECEIVED
NOV 19 1936
FOR FILING

181-E

September 30, 1936

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

The date of completion for the Quartz Creek Section, Federal Aid Project No. 181-E, has been changed to read September 30, 1937, and we are, accordingly, enclosing herewith five revised copies of page 1 of the special provisions.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ME

Encl.

181-E

September 29, 1936

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

In compliance with the suggestion made in your letter of September 18th, we have changed the completion date for the Quartz Creek Grading Project, Federal Aid Project No. 181-E, from July 31st to September 30th, 1937.

In setting the date at July 31st, we had in mind making access to the adjoining section of new work available at an earlier date than otherwise, but possibly it will be best to forego that advantage in order to avoid possible overcrowding of the present project.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:ME

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREGON

IN YOUR REPLY PLEASE
REFER TO FILE No.

RECEIVED
SEP 19 1936
OREGON
STATE HIGHWAY COMMISSION

September 18, 1936

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to P.S.& E. papers for Oregon F.A.P. 181-E, Quarts Creek Unit, Wolf Creek Highway, 0.589 mile of grading, bids for which will be received October 1, 1936.

The date of completion required for this project is July 31, 1937, and as apparently only a small amount of work can be accomplished this winter, it leaves considerable work to be done in the early summer of next year. We believe that as there is an estimated 108,000 Cu.Yds. of excavation on this project, the time limit is too short, particularly in view of your letter of September 16th requesting concurrence in a year's extension of time on the contract of Fred H. Slate covering similar work adjoining.

Will you please review this and advise if you do not think the time limit should be extended.

Very truly yours,

W H Lynch
W. H. LYNCH
District Engineer

September 18, 1936

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to P.S.& E. papers for Oregon F.A.P. 181-E, Quartz Creek Unit, Wolf Creek Highway, 0.589 mile of grading, bids for which will be received October 1, 1936.

The date of completion required for this project is July 31, 1937, and as apparently only a small amount of work can be accomplished this winter, it leaves considerable work to be done in the early summer of next year. We believe that as there is an estimated 108,000 Cu.Yds. of excavation on this project, the time limit is too short, particularly in view of your letter of September 16th requesting concurrence in a year's extension of time on the contract of Fred E. Slate covering similar work adjoining.

Will you please review this and advice if you do not think the time limit should be extended.

Very truly yours,

W. H. LYNCH
District Engineer

121-E

September 16th, 1936

Mr. W. H. Lynch
District Engineer
Bureau of Public Roads
Portland, Oregon

Dear Sir:

An extension of time is being requested on Fred H. Slate's Contract #1756, Nehalem River-Rock Creek Section of the Wolf Creek Highway, F.A.P. No. WPH 121-E.

The contractor has diligently prosecuted the work, but because of conditions and circumstances beyond his control will be unable to complete the project in the specified time. Due to the late spring, the working season has been unusually short, and the material has been extremely wet and does not stand up or hold its own weight in fills when handled rapidly. The unstable condition of fill foundation and foundations for drainage structures has been such as to cause extra work and unavoidable delays. In order to secure a workmanlike and satisfactory job, it is deemed advisable to complete the job next year during the dry season. This will allow time to remove excessive slides and correct drainage conditions.

It is our recommendation that an extension be granted without penalty for one year, from November 30, 1936 to November 30, 1937. As it is believed that this extension would be to the best interest of the State in securing a satisfactory job, your concurrence would be greatly appreciated.

Very truly yours,

State Highway Engineer

R

RECEIVED
NOV 19 1936
FOR FILING

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREGON

IN YOUR REPLY PLEASE
REFER TO FILE No. 181-E

September 15, 1936

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. for Oregon Federal Aid Project 181-E, the Quartz Creek Unit of the Nehalem River-Rock Creek section of the Wolf Creek Highway, have today been recommended for approval. This is your authority to advertise for bids, subject to final review and approval by the Chief Engineer of the Bureau.

Very truly yours,

W. H. LYNCH
District Engineer

By L J Caufield
L. J. Caufield
Highway Engineer

900 7-36
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
F. D. EASON, DIVISION ENGINEER
SALEM

X

181-6

September 14, 1936

IN REPLY PLEASE REFER TO FILE NO.
4-1002

Mr. R. H. Baldock,
State Highway Engineer,
Office.

Attention: Mr. H. B. Glaisyer.

Dear Sir:

Herewith an application from Fred H. Slate for an extension of time on the Nehalem River-Rock Creek Section of the Wolf Creek Highway, contract No. 1756, with approval of surety.

Because of the conditions mentioned by Mr. Slate, which has been verified by our inspection on the ground, we think it very desirable to delay the completion of this contract until next summer. The matter has been discussed with the Bureau engineers, and they have tentatively given their approval. It is recommended that the time for completion be extended, as requested, to November 30, 1937.

Yours very truly,

F. D. EASON,
Division Engineer.

FDE:AM
cc R. H. Baldock
H. G. Smith

RECEIVED
NOV 10 1936
FOR FILING

181-E

September 12, 1936

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate to accompany plans and specifications for the Quartz Creek Section, F. A. Project No. 181-E.

Five bid proposals and five blueprint copies of plan sheets numbers 1, 2, 8 and 9 are being sent under separate cover.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department

Federal Aid Project No. 181-E

QUARTZ CREEK SECTION OF THE
WOLF CREEK HIGHWAY IN CLATSOP COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, September 12, 1936

Statement of Completed Federal Aid Work to be submitted prior to payment of final voucher.

New Work (Sta. 813+20 to Sta. 844+30)

				$ 1,500.00
All Required		Grubbing	$ 1.00	1,400.00
1,400	cu. yds.	Trench Excavation	0.30	7,200.00
24,000	cu. yds.	Common Excavation	0.50	42,000.00
84,000	cu. yds.	Solid Rock Excavation	0.02	2,000.00
100,000	yd. sta.	Overhaul	0.20	240.00
1,200	yd. mi.	Truck Haul	300.00	177.00
0.59	mile	Finishing Roadbed and Slopes	0.10	520.00
5,200	lin. ft.	Rounding Cutbanks	0.80	360.00
450	lin. ft.	8" Porous Drain Tile		
60	lin. ft.	18" Corr. Iron Pipe, Protected	2.50	150.00
		Invert	22.00	5,280.00
240	lin. ft.	75" Multiplate Corr. Iron Pipe	30.00	15,000.00
500	lin. ft.	90" Multiplate Corr. Iron Pipe	2.00	120.00
60	cu. yds.	Rock Backfill in Drains		

Subtotal	$ 75,947.00
10% Engr. & Cont.	7,594.70
Total	$ 83,541.70

Length	0.589 mile
Cost per mile	$141,836.52

	$ 50,960.44 (61%)
Federal Aid Funds Requested- -	32,581.26
State Funds- -	
	$ 83,541.70

1x1-E

NOTED
State Highway Engineer

COST ANALYSIS TO JULY 1, 1936

Wolf Creek Highway, Nehalem River-Rock Creek Section, Grading and Extra Clearing
Contract 1756, Prefix 4-1002

Fred Slate, Contractor
Carl A. Peterson, Res. Const. Engineer

ITEM	Cost	Quantity	Unit Cost	Unit Bid	Gross Revenue
Clearing & Grubbing	$ 45,586.00	98% of Total	Lump Sum		$ 44,100.00
Clearing	12,648.75	30% of Total	Lump Sum		10,500.00
Fell Danger Trees	75.00	150 Sq. Ft.	0.50	0.50	75.00
Trench Excavation	2,990.25	2,087 Cu. Yd.	1.43	2.00	4,174.00
Common Excavation	40,408.43	208,070 Cu. Yd.	0.19	0.27	56,178.90
Solid Excavation	32,235.41	75607 ~~80,600~~ Cu. Yd.	0.42 ~~0.40~~	0.27	20414.00 ~~21,762.00~~
Overhaul	1,205.00	602,500 Yd. Sta.	0.02	0.02	1,205.00
Truck Haul	4,474.80	33,000 Yd. Mi.	0.135	0.18	5,940.00
12" Perf. Iron	607.77	400 Lin. Ft.	1.52	1.50	600.00
12" Extra Iron	594.20	360 Lin. Ft.	1.65	1.60	576.00
24" Corr. Iron	168.40	60 Lin. Ft.	2.81	3.00	180.00
36" Corr. Iron	378.45	60 Lin. Ft.	6.30	6.00	360.00
18" Concrete	1,133.37	648 Lin. Ft.	1.75	2.50	1,620.00
18" Extra Strength Iron	765.43	387 Lin. Ft.	1.98	2.60	1,006.20
Rock Backfill	180.00	90 Cu. Yd.	2.00	2.00	180.00
Class "D" Concrete	7,444.22	244.52 Cu. Yd.	30.44	30.00	7,335.60
Metal Reinf.	2,398.69	41,767 Lbs.	0.057	0.06	2,506.02
42" Corr. Iron Pipe PA #1	3,258.65	310 Lin. Ft.	10.51	10.50	3,255.00
	$ 156,552.82				$ 160,205.72
Operate Camp & Mess	12,678.52				11,328.59
	$ 169,231.34				$ 171,534.31

Gross Earned	$ 171,534.31
Total Cost	169,231.34
Net Earnings	$ 2,302.97

Net Earnings Equals 1.34% of Gross Earnings

Contract 1756, Prefix 4-1002

DETAIL OF COST

Labor:

Labor	$ 77,677.60	
State Accident Insurance (5% plus 30%)	5,559.68	
Supervision (Inc. Fred Slate 8 Mo. at $300 per Mo.)	7,856.00	
		$ 91,093.28

Materials:

12" Perforated Corr. Iron Pipe	400	L.F. at	$1.03	412.00	
12" Extra Strength Corr. Iron	360	L.F. at	1.12	403.20	
12" Bands	24	Only at	1.23	30.42	
24" Corr. Iron Protected Inv.	60	L.F. at	2.10	126.00	
24" Bands	2	Only at	1.52	3.04	
18" Concrete Pipe	648	L.F. at	1.20	777.60	
18" Extra Str. Conc. Pipe	387	L.F. at	1.43	553.41	
Sand for Conc. at Astoria	110	C.Y. at	1.05	115.50	
Gravel for Conc. at Seaside	220	C.Y. at	1.50	330.00	
Cement Del. Job	305	Bbls. at	2.80	854.00	
Metal Reinforcing	41,767	Lbs. at	0.0326	1,361.60	
42" Corr. Iron Pipe 8 Guage Prot. Inv.	310	L.F. at	8.42	2,610.02	
36" Corr. Iron Pipe Prot. Inv.	60	L.F. at	4.98	298.80	
36" Corr. Iron Bands	2	Only at	4.42	8.84	
Water Stop		All		49.60	
					7,934.03

Expense:

Equipment Rental	28,156.00	
Gas, Oil & Grease	7,061.02	
Powder and Accessories	8,686.71	
Camp Materials	510.65	
Truck Rentals	6,652.00	
Mess House Supplies	7,843.71	
Small Tools	1,596.93	
Insurance	510.27	
Form Lumber	220.33	
Strutting Lumber	106.31	
Drill Steel	230.70	
Loss by Fire May 2 (Shop & Equipment	4,409.14	
Miscellaneous Expense	2,618.21	
Bond 1% of Gross Earned	1,602.05	
		70,204.03

Grand Total . . . . $ 169,231.34

Contract 1756, Prefix 4-1002

REMARKS:

This job was bid Oct. 8, 1935 and is now about 48% complete. Clearing and grubbing on section to be graded is practically complete; additional clearing is about 30% complete; grading about 45%.

Material requiring ripping and drilling may almost double-estimate solid. The job will probably be completed with a small profit. Cost of solid should reduce slightly and common about 20%. Of the 240,000 required man hours, profitable use will be made of from 130,000 to 140,000 in clearing, and 45,000 to 50,000 in camp care, cook house and miscellaneous work. Surplus man hours will not be a serious problem.

Steep slopes particularly on first mile of section C & D has made slashing and falling expensive. Felled trees catapulted into a boggy creek bottom at base of these slopes, making limbing, bucking, piling and burning extremely expensive.

Two box culverts built during bad winter weather required the construction of about one half mile of poncheon road for transportation of materials. High cost of Class "D" concrete was also partly due to extra work diverting water, moving form lumber in with cat before road completed and high cost of mineral aggregate hauled from Astoria and Seaside.

This job has required a large investment on equipment and working capital. Equipment, shop and camp represent an investment of about $125,000 besides money required for labor, material, repairs, powder and supplies etc.

A fire on May 2 completely destroyed shop, oil house, 2 light plants, 4 jackhammers, 3000ft. of 2" fire hose and seriously damaged one large cat. The total loss was about $8,800 unless excessive heat has caused weakening of cat parts which may show up later.

E. H. Clymer
Cost Analyst

By...Ross C. Miles
Ass't. Cost Analyst

151-E

#1756

May 14, 1936

Associated Oil Company,
866 Pittock Block,
Portland, Oregon.

Attention: J. H. Dalton.

Gentlemen:

Reference is made to your letter of May [illegible] concerning the Fred H. Slate contract in Clatsop County.

You are advised that this is our contract No. 1756 and is known as the Nehalem River-Rock Creek Section of the Wolf Creek Highway in Clatsop County, consisting of 2.59 miles of grading and 3.05 miles of clearing. The bond furnished in connection with the contract was written by the Great American Indemnity Company for whom Harvey Wells Insurance Agency, who have offices in the Failing Building Portland, are resident agents. The amount of the bond is $345,730.00 and the date of completion of the contract is November 30, 1936.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary.

Dict. by J. McFarland.

10M 11-35

ASSOCIATED OIL COMPANY

866-78 PITTOCK BLOCK

PORTLAND, OREGON

May 13, 1936

MAY 14 1936

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Attention- Mr. J. McFarland

Re: Fred H. Slate
3339 S.W. 41st
Portland, Oregon

Dear Sir:

We contemplate delivering petroleum products to the subject individual on job #1756, covering 3.5 miles of clearing and 2.59 miles of grading on the Nehalem River - Rock Creek, Wolf Creek Highway, near Jewell, Oregon.

We understand that the amount of the bid is $345,730.00 and the bond was furnished in this amount by the Great American Indemnity Company, Harvey Wells, Agent, Failing Building, Portland, Oregon. The completion date being November 30, 1936.

May we have your verification of the above information.

Very truly yours,

ASSOCIATED OIL COMPANY

J H Dalton

J.H. Dalton
Oregon Division Credit Manager

HLA:LH

11

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

APR 21 1936

Stencil No. 124

IN YOUR REPLY PLEASE REFER TO FILE No. Oregon WPH 181-E

POST OFFICE BUILDING
PORTLAND, OREGON

April 20, 1936

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the __________ project agreement and certificate for the above numbered project.

Very truly yours,

W. H. LYNCH
District Engineer

Caufield

By L. J. Caufield
Highway Engineer

Encls.

Jon

ER-A[illegible] 1052

Form P. R. 2

State Oregon

U. S. Works Program Highway

Project No. WPH 181-Section E

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

WASHINGTON
GOVERNMENT PRINTING OFFICE
1933

8—5518

Form P. R. 2

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 25th day of February, 1936

by and between The Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto; particularly the Emergency Relief Appropriation Act of 1935, approved April 8, 1935 (Public Res. No. 11, 74th Congress):

Whereas the Highway Department of said State submitted on the 9th day of September, 1932, a project statement, which was approved by the Secretary on the 5th day of October, 1932, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for Section E of said project which were recommended for approval by the United States District Engineer on the 23d day of September, 1935; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of

three hundred eighty thousand, three hundred three and no/100

dollars ($380,303.00) as the share of the United States payable under said act on account of Section E of said project, which is ~~[illegible]~~ the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

8—5518

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State from funds appropriated under act approved April 8, 1935, (Public Res. No. 11, 74th Congress) (Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between Survey Station 668+00 in the NE¼ of Sec. 4. T. 4 N., R. 7 W., and Survey Station 966+03.5 in the SW¼ of Sec. 19, T. 4 N., R. 6 W., W.M.,

, length 5.644 miles, in Clatsop County, being Section E of Ore. U.S. Works Program Hwy. project No. WPH 181, consisting of 5.644 miles of roadway and no bridges, ~~each~~ of more than 20 feet clear span, ~~of a mile in length.~~; known locally as Nehalem River-Rock Creek Section of the Wolf Creek Highway, between official control points, point on FA Road at Portland, via Wolf Creek to point on FA Road at Necanicum.

CHARACTER AND METHOD OF CONSTRUCTION

Article III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section B of said project shall not in any event exceed the sum of three hundred eighty thousand, three hundred three and no/100 dollars ($380,303.00), certified to the Secretary of the Treasury as above mentioned, which [illegible]

[illegible]

[illegible] is xx, the approved total estimated cost of Section B of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to

The State Treasurer
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

~~In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.~~

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing

Chap. 41, laws 1927
funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the 3d day of April, 1936

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By

Chairman, State Highway Commission
(Title of officer)

By E B Aldrich

Member, State Highway Commission
(Title of officer)

By F. J. Touvelle

Member, State Highway Commission
(Title of officer)

By

(Title of officer)

By

(Title of officer)

SECRETARY OF AGRICULTURE,

By R. E. Boykin
Acting Chief, Bureau of Public Roads.

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

The Secretary of the Treasury, and

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as U.S. Works Program Highway Project No. WPH 181-E State of Oregon

Second. That in accordance with said provisions I have approved the sum of $ 380,303.00 as the total estimated cost of said project, and the sum of $380,303.00 as the share of the United States, payable under said acts on account of such project, which ~~does not exceed the authorized Federal~~ is ~~pro rata share of~~ said total estimated cost.

Done at the city of Washington, this 3d day of April one thousand nine hundred and thirty-six

Secretary of Agriculture,

By R. E. Boykin
Acting Chief, Bureau of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE: 1934 8-4830

181-E

COST DATA TO MARCH 15, 1936

Wolf Creek Highway, Nehalem River-Rock Creek Section, Grading & Extra Clearing, Contract 1756, Prefix 4-1002

Fred H. Slate, Contractor
Carl A. Peterson, Res. Const. Engineer

Item	Total Cost	Quantity	Unit Cost	Unit Bid	Gross Revenue
Clearing & Grubbing, Units A & C	41,986.07	53% of total			$ 42,950.00
Fall Danger Trees	75.00	150 Sq. Ft.	0.50	0.50	75.00
Trench Excavation	1,879.64	1,372 Cu. Yd.	1.37	2.00	2,744.00
Common Excavation	12,127.00	67,000 Cu. Yd.	.18	0.27	18,090.00
Overhaul	1,900.00	95,000 Yd. Sta.	0.02	0.02	1,900.00
12" Corr. Iron Pipe Perf.	56.80	40 Lin. Ft.	1.42	1.50	60.00
36" " " "	318.60	60 Lin. Ft.	5.31	6.00	360.00
18" Conc. Culv. Pipe Standard	895.86	567 " "	1.58	2.00	1,417.50
18" " " " E.S.	731.43	387 " "	1.89	2.60	1,006.20
Class D Concrete	4,890.62	151 Cu. Yd.	32.40	30.00	4,530.00
Metal Reinforcement	2,288.44	41,760 Lbs.	0.0548	.06	2,505.60
Cook House	5,821.94				5,430.35
	$ 72,971.40				$ 81,068.65

Gross Revenue	$ 81,068.65
Total Cost	72,971.40
Net Profit	$ 8,097.25

NOTED

DETAIL OF COST

Labor:

Labor	$ 42,546.44	
Supervision	2,623.00	
State Industrial Accident Insurance (6½%)	2,936.01	
		$ 48,105.45

Materials:

12" Corr. Iron Pipe Perf.	40	Lin. Ft.	at	1.03	41.20	
12" " " " Bands	1	Only	at	1.23	1.23	
36" " " "	60	Lin. Ft.	at	4.22	253.20	
36" " " " Bands	2	Only	at	4.02	8.04	
18" Standard Concrete Pipe	567	Lin. Ft.	at	1.20	680.40	
18" Concrete Pipe, E.S.	387	" "	at	1.47	568.89	
Metal Reinforcement	41,560	Lbs.	at	0.0326	1,354.85	
22 gage by 6" Waterstop	1	Only	at	127.36	127.36	
Concrete Sand f.o.b. Astoria	84	Cu. Yds.	at	1.05	88.20	
Concrete Gravel f.o.b. Seaside	127	Cu. Yds.	at	1.50	190.50	
Cement f.o.b. Job	241½	Bbls.	at	2.90	700.35	
						$ 4,014.22

Expense, Equipment Rental, Gas and Miscellaneous:

Equipment Rental	$ 5,964.50	
Gas, Oil & Grease (Not including Trucks)	1,612.27	
Move In (22% to date)	254.86	
Cook House Materials	3,873.77	
Truck Rental (Including Gas, Oil & Grease)	1,108.00	
Small Tools 50%	725.32	
Powder for Clearing at $11.52	3,135.15	
Bond 1% of Earnings	756.58	
Insurance	425.46	
Camp Const. Materials 22%	163.47	
Chargeable Repairs	48.91	
Miscellaneous Expense	1,135.64	
Portland Office (5½ mo. at $300 per mo.)	1,650.00	
		20,851.73
		$ 72,971.40

REMARKS:

This ~~job was~~ bid October 8th. Clearing is now about 53% complete and whole job 22% complete.

Clearing consisted of heavy growth of timber has at the present time used about 50,000 labor hours to good advantage.

Approximately one half of the trench excavation was for two box culverts and due to bad weather and extra work diverting water was expensive.

A poncheon road was built for transportation of materials by truck to 1st box culvert. Materials for 2nd box was hauled by 60 cat and a sled over trail so bad that 600 to 700 board feet of forms made a full load. Concrete has been very expensive due to difficult location and winter weather.

A steep teomporary road has been constructed from the old county road to approximately the center of the grading job and thence along the new line to back end of job for transportation of materials and supplies.

Grading is being done with 3-95 H.P., 1-75 H.P. and 1-50 H.P. diesel cats equipped with rear end dozers. Considerable material has been encountered too hard for cat excavation.

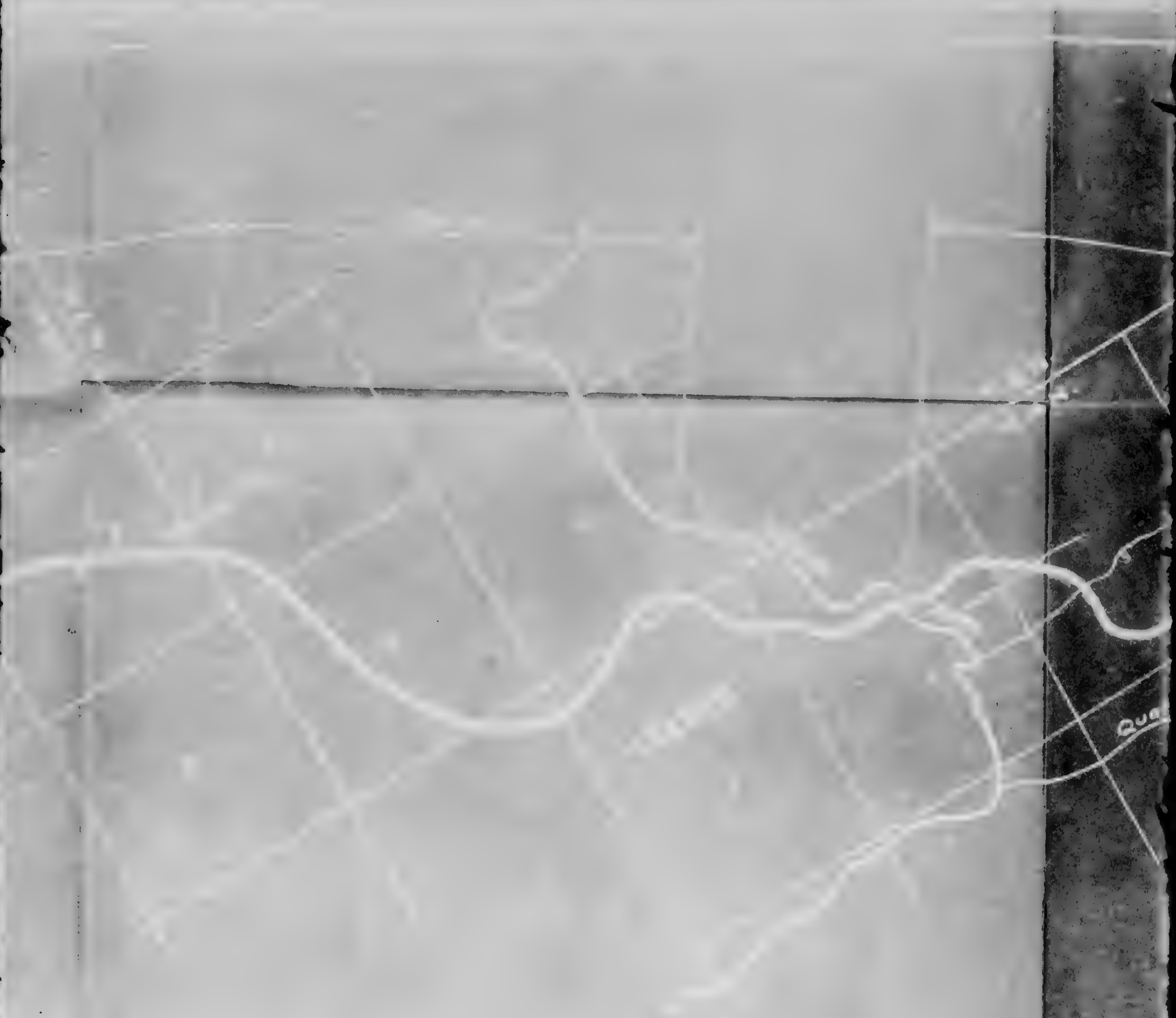
Small return from mess house is partly due to large number of workmen driving back and forth from Seaside and Astoria and small number staying in camp.

Open weather will speed progress as job is well managed and has mostly new equipment.

E. H. Clymer
Cost Analyst

By...Ross C. Miles

STATE HIGHWAY DEPARTMENT
NICUM – TILLAMOOK CO. LINE SECTION
WOLF CREEK HIGHWAY
COUNTY
FED AID PROJECT NO. 131 (Revised)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CLATSOP
TILLAMOOK

3-181

December 27, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement for the Nehalem-Rock Creek Section, Project No. WPH 181-E.

We have included the bridge section between Stations 792+00 and 800+45 as a part of the unit on which clearing only is to be done, which increases the length of that type of work to 3.054 miles. With reference to the section between Stations 809+20 and 809+60, where another bridge is to be constructed, no specific mention is made in the special provisions concerning the clearing of this section, except that provision is made for all necessary clearing and grubbing to be done between Stations 800+45 and 813+20 in connection with the grading of that section. We have, accordingly, computed the work on this section and the cost per mile in the usual manner, viz. based on the net length of roadwork.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department

U. S. Works Program
Project No. WPH 181-E

NEHALEM RIVER-ROCK CREEK SECTION OF THE
WOLF CREEK HIGHWAY IN CLATSOP COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, December 9, 1935

Clearing and Grading (Sta. 668+00 to 782+00)(Sta. 800+45 to 813+20)

All Required		Clearing and Grubbing, Units A & C		$ 45,000.00
1,500	sq. ft.	Felling Danger Trees	$ 0.50	750.00
2,300	cu. yds.	Trench Excavation	2.00	4,600.00
500,000	cu. yds.	Common Excavation	0.27	135,000.00
126,000	cu. yds.	Solid Rock Excavation	0.27	34,020.00
1,014,000	yds. sta.	Overhaul	0.02	20,280.00
194,000	yd. mi.	Truck Haul	0.18	34,920.00
2.58	miles	Finishing Roadbed and Slopes	500.00	1,290.00
15,000	lin. ft.	Rounding Cutbanks	0.10	1,500.00
250	lin. ft.	8" Porous Drain Tile	0.50	125.00
1,500	lin. ft.	12" Perforated Corr. Iron Pipe	1.50	2,250.00
450	lin. ft.	12" Extra Strength Perforated Corr. Iron Pipe	1.60	720.00
60	lin. ft.	24" Corr. Iron Pipe, Protected Invert	3.00	180.00
60	lin. ft.	36" Corr. Iron Pipe, Protected Invert	6.00	360.00
850	lin. ft.	18" Concrete Pipe	2.50	2,125.00
850	lin. ft.	18" Extra Strength Concrete Pipe	2.60	2,210.00
400	cu. yds.	Rock Backfill in Drains	2.00	800.00
400	cu. yds.	Class "D" Concrete	30.00	12,000.00
60,000	lbs.	Metal Reinforcement	0.06	3,600.00
15,000	cu. yds.	Selected Roadbed Topping	0.40	6,000.00
20,000	yd. mi.	Hauling Roadbed Topping	0.15	3,000.00
			Subtotal	$ 310,730.00
			10% Engr. & Cont.	31,073.00
			Total	$ 341,803.00

Length of Roadwork	2.582 miles
Cost per mile	$ 132,379.16

Clearing (Sta. 792+00 to 800+45)(Sta. 813+20 to 966+03.5)

All Required	Clearing, Units E & D		$ 35,000.00
		Subtotal	$ 35,000.00
		10% Engr. & Cont.	3,500.00
		Total	$ 38,500.00

Length 3.054 miles
Cost per mile $ 12,606.41

Estimated Labor Required 280,000 man-hours
Estimated Cost of Labor $168,000
Estimated Cost of Materials $ 10,000

WPA Funds Requested:

Grading and Clearing (Sta. 688 to 792+00)(Sta. 800+45 to 813+00)	$ 341,803.00
Clearing (Sta. 792+00 to 800+45)(Sta. 813+20 to 966+03.5)	38,500.00
	$ 380,303.00

State Funds for Constr: Chap. 175, laws 1917; Chap. 31, laws 1920
State Funds for Maint: Chap. 41, laws 1927

Oregon State Highway Department

U. S. Works Program
Project No. WPH 181-E

NEHALEM RIVER-ROCK CREEK SECTION OF

THE WOLF CREEK HIGHWAY IN CLATSOP COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, September 21, 1935

Clearing and Grading (Sta. 668+00 to 813+20)

All Required		Clearing and Grubbing, Units A and C		$ 45,000.00
1,500	sq. ft.	Felling Danger Trees	$1.00	1,500.00
2,300	cu. yds.	Trench Excavation	1.00	2,300.00
500,000	cu. yds.	Common Excavation	0.30	150,000.00
126,000	cu. yds.	Solid Rock Excavation	0.70	88,200.00
1,014,000	yd. sta.	Overhaul	0.02	20,280.00
194,000	yd. mi.	Truck Haul	0.20	38,800.00
2.58	miles	Finishing Roadbed and Slopes	300.00	774.00
15,000	lin. ft.	Rounding Cutbanks	0.10	1,500.00
250	lin. ft.	8" Porous Drain Tile	0.60	150.00
1,500	lin. ft.	12" Perforated Corr. Iron Pipe, Uncoated	1.50	2,250.00
450	lin. ft.	12" Extra Strength Perf. Corr. Iron Pipe	1.70	765.00
60	lin. ft.	24" Corr. Iron Pipe, Protected Invert	3.50	210.00
60	lin. ft.	36" Corr. Iron Pipe, Protected Invert	6.50	390.00
850	lin. ft.	18" Concrete Pipe	2.50	2,125.00
850	lin. ft.	18" Extra Strength Concrete Pipe	3.00	2,550.00
400	cu. yds.	Rock Backfill in Drains	2.50	1,000.00
400	cu. yds.	Class "D" Concrete	25.00	10,000.00
60,000	lbs.	Metal Reinforcement	0.06	3,600.00
15,000	cu. yds.	Selected Roadbed Topping	0.75	11,250.00
20,000	yd. mi.	Hauling Roadbed Topping	0.20	4,000.00
			Subtotal	$386,644.00
			10% Engr. & Cont.	38,664.40
			Total	$425,308.40

Length of Roadwork 2.582 miles
Cost per mile $ 164,720.52

Clearing (Sta. 813+20 to 966+03.5)

All Required	Clearing, Units B and D	$ 26,000.00
	Subtotal	$ 26,000.00
	10% Engr. & Cont.	2,600.00
	Total	$ 28,600.00

Length	2,894 miles
Cost per mile	$ 9,882.51

Estimated Labor Required	280,000 man hours
" Cost of Labor	$ 168,000
" Cost of Materials	$ 10,000

WPA Funds Requested:

Grading and Clearing (Sta. 668 to 813+20)	$425,308.40
Clearing (Sta. 813+20 to 966+03.5)	28,600.00
	$453,908.40

181 E

OREGON STATE HIGHWAY COMMISSION

October 30, 1935

Mr. Fred H. Slate
Multnomah, Oregon

Dear Sir:

We are sending to you today by express a fully executed copy of Contract No. 1756, awarded to you on October 8, 1935, for grading and clearing on the Nehalem River-Rock Creek Section of the Wolf Creek Highway in Clatsop County.

This copy is for your records and files.

Very truly yours,

Secretary

MBL

FORM 5-B-1 23456 500 8-35
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF WM. E. CHANDLER, DIVISION ENGINEER
SALEM

1818

October 15, 1935.

IN REPLY PLEASE REFER TO FILE NO.

Mr. Carl A. Peterson,
Resident Engineer,
Oregon State Highway Commission,
Jewell, Oregon.

NOTED
State Highway Engineer

Dear Sir:

This letter is to advise that you are assigned as resident engineer in charge of construction work on the Nehalem River-Rock Creek Section of the Wolf Creek Highway, in Clatsop County, recently awarded to Mr. Fred H. Slate of Multnomah.

Your copy of the contract will be forwarded in a few days. Prefix 4-1004 has been set up for this work.

Yours very truly,

WM. E. CHANDLER,
Division Engineer.

cc R. H. Baldock ✓
H. G. Smith

OCTOBER 11, 1935

Mr. Fred H. Slate,

Multnomah, Oregon.

Dear Sir:

This letter is to inform you that the State Highway Commission approved and accepted the bid submitted by you on October 8 for grading etc., on the Nehalem River-Rock Creek Section of the Wolf Creek Highway in Clatsop County, your bid in the amount of $345,730.00 being the low bid submitted for that work.

This letter is your authority and our request to commence construction operations immediately. Contract forms will be sent to you shortly for execution.

You are also requested to immediately notify the U. S. Reemployment Service of the approximate time work will begin and the number and classification of laborers needed for such work.

Yours very truly,

STATE HIGHWAY COMMISSION

BY

Secretary

HBG:D

1816

SHELL OIL COMPANY

PETROLEUM PRODUCTS

ASTORIA OREGON

PLEASE ADDRESS ALL COMMUNICATIONS TO THE COMPANY

QUOTATIONS SUBJECT TO CHANGE WITHOUT NOTICE

OCTOBER 10, 1935

RECEIVED
OCT 14 1935
STATE [illegible] OREGON

STATE HIGHWAY ENGINEER
SALEM OREGON.

DEAR SIR:

With reference to State of Oregon Highway Dept., contract awarded on October 8th., to Fred H. Slate Co., for clearing and grading on Nehalem River-Rock Creek section of Wolf Creek Highway, we attach hereto, a stencil form, which we respectfully request be completed by your office.

Your early attention to this matter will be greatly appreciated, and for your convenience, we enclose herewith, a self-addressed and stamped envelope.

Yours very truly,

SHELL OIL COMPANY

By Day
Local Manager

EWD-D
encl:

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.........

POST OFFICE BUILDING
PORTLAND, OREGON

October 8, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence in award of contract, as of this date, for Oregon Works Program Highway project No. WPH 181-E, the Nehalem River-Rock Creek section of the Wolf Creek Highway, to Fred H. Slate, Multnomah, Oregon, who submitted the low bid.

Very truly yours,

W. H. LYNCH
District Engineer

By

F. E. Andrews
Sr. Highway Engineer

Jn

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. 181-E

POST OFFICE BUILDING
PORTLAND, OREGON

September 23, 1935

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

P.S.& E. documents for Oregon U.S. Works Program Highway project No. WPH 181-E, the Nehalem River-Rock Creek section of the Wolf Creek Highway, have today been recommended for approval, subject to final review and approval by the Chief Engineer. This is your authority for advertising.

Prompt submission of the bid tabulation and agreement estimate will be appreciated.

This work was programmed under the Regular Plan, but has been submitted under the Alternate Plan. Inasmuch as the State is now making arrangements to place all of the Works Program Highway funds under the Alternate Plan, we are recommending the project for approval as submitted.

The clearing is carried on sections Stations 809+20 to 809+60 and 792+00 to 800+45 where bridges are to be constructed later. The clearing costs should be segregated when submitting the project agreement estimate.

Very truly yours,

W. H. LYNCH
District Engineer

By LJCaufield
L. J. Caufield
Highway Engineer

Jm

CONTRACT#1757,

123-BCEGH Redmond-Bend Sec. 1935
#1757 12 Culverts

#1757

RECEIVED
NOV 19 1936
F

123-B8574

November 19, 1936

United States Fidelity & Guaranty Company,
C. B. Eckles, Agent,
Bedell Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 1757 for the construction of bridges on the Redmond-Bend Section of The Dalles-California Highway and a bridge over Ochoco Creek in Deschutes and Crook Counties, has been completed by the contractor, Tom Lillebo, and that final settlement will be made by the State with said contractor for work done under said contract on or after November 28, 1936.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractor in connection with this contract will be $26,930.10, including the final payment. Of this amount $202.91 was for force account work.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary.

Dict. by J. McFarland.

123BCE9H

x

July 21, 1936

Miss Curry:

When you write up the minutes of July 8th, 1936, re acceptances of contracts. You will please note on the letter from the Bridge Dept. they state the Tom Tillebo Cont. #1757 - Bridges on Redmond-BendSection was completed n June 26, 1936. Thisnwas in error as they should have stated June 27, 1936.

Will you kindly show it as stated above.

MR. McFarland.

[illegible]

NOTED
H B GLAISYER

#1757

x

July 7, 1936

Mr. H. B. Glaisyer

Office

Contract #1757 with Tom Lillebo for the construction of twelve bridges on the Redmond-Bend Section of The Dalles-California Highway in Deschutes County and the widening of the bridge over Ochoco Creek near Prineville in Crook County, was completed on June 26, 1936.

Acceptance of this project and permission to pay the final estimate is hereby requested.

W. A. Reeves

DGD:MM

APPROVED BY HIGHWAY COMMISSION
DATE July 8 1936
H B Glaisyer
Secretary

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.________

POST OFFICE BUILDING
PORTLAND, OREGON

No. 8

July 1, 1936.

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon

Dear Sir:

Final inspection of Oregon E 123-B, Unit 2 of the Redmond-Bend Section, The Dalles-California Hwy. Deschutes County, ____________, was made by a representative of this office on June 26, 1936. Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L J Caufield
L. J. Caufield
Highway Engineer

Ron

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

No. 8

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREGON

July 1, 1936

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Final inspection of Oregon FAP 123-C, Unit 3 of the Redmond-Bend Section, The Dalles-California Hwy., Deschutes County, was made by a representative of this office on June 26, 1936. Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L J Caufield
L. J. Caufield
Highway Engineer

Jan

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. No. 8

POST OFFICE BUILDING
PORTLAND, OREGON

July 1, 1936

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon

Dear Sir:

Final inspection of Oregon FAP 123-E, Unit 4 of the Redmond-Bend Section, The Dalles California Hwy. Deschutes County, was made by a representative of this office on June 26, 1936. Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L.J.Caufield
L. J. Caufield
Highway Engineer

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

No. 8

IN YOUR REPLY PLEASE
REFER TO FILE No. ________

POST OFFICE BUILDING
PORTLAND, OREGON

July 1, 1936

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Final inspection of Oregon FAP 123-G, Unit 1 of the Redmond-Bend Section, The Dalles-California Hwy., Deschutes County, was made by a representative of this office on June 26, 1936. Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By LCaufield
L. J. Caufield
Highway Engineer

Jox

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREGON

No. 8

July 1, 1936

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Final inspection of Oregon FAP 123-H, Unit 5 of the Redmond-Bend Section, The Dalles-California Hwy., Deschutes County, was made by a representative of this office on June 26, 1936. Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L Caufield

L. J. Caufield
Highway Engineer

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
Stencil No. 124 DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. Ore. E-123-B

POST OFFICE BUILDING
PORTLAND, OREGON

April 23, 1936

Mr. R.H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the modified project agreement and certificate for the above numbered project.

Very truly yours,

W. H. LYNCH
District Engineer

By L.J. Caufield
L. J. Caufield
Highway Engineer

Encls.

Fon

Hwy. 14120

Oregon Federal Aid Project
No. E-123, Section B.

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on January 25, 1933, by the Oregon State Highway Commission, and on February 14, 1933, by the Acting Secretary of Agriculture, the said parties entered into an agreement for the improvement of that certain road described therein and designated as Oregon Federal Aid Project No. E-123, Section B; and

WHEREAS, the plans and specifications previously approved for said Section B provided for the construction of 2.441 miles of graded road, in Deschutes County, for which the estimate approved was $21,197.00, and $6,359.10 Federal funds were set aside to the credit of said Section B; and

WHEREAS, the construction of said Section B in accordance with the plans and specifications previously approved has been completed, finally inspected, and accepted, at a total cost of $20,566.92, and voucher in the sum of $6,088.72 has been passed for payment as the share of the Federal Government on said Section B; and

WHEREAS, the said Oregon State Highway Commission now requests a reopening of said Section B and a revision of the plans, specifications and estimate approved therefor to provide for the construction of a minor structure between survey stations 717+42 and 717+62, at an estimated cost of $3,448.50; and by reason thereof has requested that the estimate of cost approved for said Section B be increased from the previous actual cost of $20,566.92 to $24,015.42, and that the Federal funds approved and set aside to the credit of said Section B be increased from the previous actual payment of $6,068.72 to $8,192.30:

NOW, THEREFORE, It is hereby mutually agreed by and between the said Oregon State Highway Commission and the Secretary of Agriculture, that the plans, specifications and estimate approved for said Section B be revised in the manner above indicated, and that the said project agreement be amended as follows:

The third "Whereas" paragraph shall read:

> "Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications and estimate and the sum of eight thousand, one hundred ninety-two and 30/100 dollars ($8,192.30) as the share of the United States payable under said act on account of Section B of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:"

Article IV shall read:

> "Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section B of said project shall not in any event exceed the sum of eight thousand, one hundred ninety-two and 30/100 dollars ($8,192.30), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of twenty-four thousand, fifteen and 42/100 dollars ($24,015.42), the approved total estimated cost of Section B of said project."

Except as herein specifically modified, the said project agreement shall remain in full force and effect.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for Project No. 112.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, the Oregon State Highway Commission on the 25th day of February, 1936, and the Secretary of Agriculture on the 9th day of April, 1936.

OREGON STATE HIGHWAY COMMISSION

By ____________________
Chairman, State Highway Commission

By E B Aldrich
Member, State Highway Commission

By F L Tou Velle
Member, State Highway Commission.

Secretary of Agriculture,

By R. E. Boykin
Acting Chief, Bureau of Public Roads.

Oregon Federal Aid Project
No. E-123, Section B.

Form PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(*Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.*)

To

The Secretary of the Treasury, and

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as Project No. E-123,B, State of Oregon.

Second. That in accordance with said provisions I have approved the sum of $ 24,015.42 in lieu of the previous actual payment of $6,088.72, as the total estimated cost of said project, and the sum of $ 8,192.30 / as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this 9th day of April one thousand nine hundred and Thirty-six

Secretary of Agriculture,

By R. E. Boykin
Acting Chief, Bureau of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE: [illegible] 3—[illegible]

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREGON

Stencil No. 124

IN YOUR REPLY PLEASE REFER TO FILE No. Oregon 123-C,E,G,& H

April 24, 1936

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the ______ project agreement and certificate for the above numbered project.

Very truly yours,

W. H. LYNCH
District Engineer

Caufield
By E. J. Caufield
Highway Engineer

Encls.

Ap. 16250

Form P. R. 2

State Oregon

Project No. 123, Sec. C

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

UNITED STATES DEPARTMENT OF AGRICULTURE

WASHINGTON
GOVERNMENT PRINTING OFFICE
1933

8—5518

Jon

Form P. R. 2

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 9th day of March, 1936 by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 24th day of November, 1933, a/revised project statement, which was approved by the Secretary on the 6th day of January, 1934, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for Section C of said project which were recommended for approval by the United States District Engineer on the 23rd day of September, 1935; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of Four thousand, two hundred sixty-four and 20/100 dollars ($4,264.20) as the share of the United States payable under said act on account of Section C of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

8—5518

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State **Chap. 175, laws 1917; Chap. 31, laws 1920** (Include date and citation of act of legislature by which authorized)

(*b*) From other sources (State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between **Survey Station 564+68.3 in the N.W. 1/4, Sec. 3, T. 17 S., R. 12 E., W.M., and Survey Station 626+41.7 in the N.E. 1/4, Sec. 9, T. 17 S., R. 12 E., W.M., excepting therefrom those portions between Survey Stations 564+81.69 and 611+71.74 and Survey Stations 611+90.0 and 626+28.28**

, length **0.008 of a** mile, in **Deschutes** County, being Section **0** of **Oregon** project No. **123**, consisting of **0.008 of a** mile of roadway and **no** bridges, of more than 20 feet clear span, **known locally as the Redmond-Bend Section of The Dalles-California Highway, between official control points Redmond and Bend.** 8—5518

CHARACTER AND METHOD OF CONSTRUCTION

Article III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section C of said project shall not in any event exceed the sum of Four thousand, two hundred sixty-four and 20/100 dollars ($4,264.20), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of Six thousand, nine hundred ninety and 50/100 dollars ($6,990.50), the approved total estimated cost of Section C of said project.

PAYMENTS

Article V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to

The State Treasurer
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon
(Name)
of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

~~In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.~~

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

Article VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 41, laws 1927
(Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the 9th day of April, 1936

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By

Chairman, State Highway Commission
(Title of officer)

By

Member, State Highway Commission
(Title of officer)

By E B Aldrich

Member, State Highway Commission
(Title of officer)

By F. L. Tou Velle

(Title of officer)

By

(Title of officer)

SECRETARY OF AGRICULTURE,

By L. E. Boykin
Acting Chief, Bureau of Public Roads.

8—5513

Form PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(*Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.*)

To

The Secretary of the Treasury, and

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as Project No. 123-C, State of Oregon.

Second. That in accordance with said provisions I have approved the sum of $ 6,990.50 as the total estimated cost of said project, and the sum of $ 4,264.20 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this 9th day of April one thousand nine hundred and Thirty-six

Secretary of Agriculture,

By L. E. Boykin
Acting Chief, Bureau of Public Roads.

U.S. GOVERNMENT PRINTING OFFICE: 1934 8—[illegible]

Agr. 24042

Form P. R. 2

State Oregon

Project No. 123-E

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

WASHINGTON
GOVERNMENT PRINTING OFFICE
1933

8—5518

Jon

Form P. R. 2

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 25th day of February, 1936 by and between the Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 24th day of November, 1933, a revised project statement, which was approved by the Secretary on the 6th day of January, 1934, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for Section E of said project which were recommended for approval by the United States District Engineer on the 23rd day of September, 1935; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of four thousand, one hundred and 81/100 dollars ($4,100.81) as the share of the United States payable under said act on account of Section E of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

8—5518

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State Chap. 41, Laws of 1933.
(Include date and citation of act of legislature by which authorized)

(*b*) From other sources
(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 364+66.37 in the SW 1/4 of Sec. 13, T. 16 S., R. 12 E., W.M., and survey station 436+23 in the NW 1/4 of Sec. 26, T. 16 S., R. 12 E., W.M., (excepting therefrom those portions between stations 364+73.63 and 390+61.38, 390+68.63 and 400+56.38, 400+63.63 and 420+96.38, and between survey stations 421+03.63 and 435+77), length 0.014 of a mile~~s~~, in Deschutes County, being Section E of Oregon project No. 123, consisting of 0.005 of a mile~~s~~ of roadway and one bridge~~s, each~~ of more than 20 feet clear span, 0.009 of a mile in length, known locally as the Redmond - Bend Section of the Dalles - California Highway, between official control points of the same names.

8—5518

CHARACTER AND METHOD OF CONSTRUCTION

Article III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section I of said project shall not in any event exceed the sum of four thousand, one hundred and 81/100 dollars dollars ($4,100.81), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of six thousand, seven hundred twenty-two and 65/100 dollars ($6,722.65), the approved total estimated cost of Section I of said project.

PAYMENTS

Article V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to the State Treasurer

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon
(Name)
of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

~~In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.~~

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

Article VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 41, laws of 1927.
(Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the 9th day of April, 1936

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By

Chairman, State Highway Commission
(Title of officer)

By

Member, State Highway Commission
(Title of officer)

By F. L. TouVelle

Member, State Highway Commission.
(Title of officer)

By

(Title of officer)

By

(Title of officer)

SECRETARY OF AGRICULTURE,

By R. E. Boykin
Acting Chief, Bureau of Public Roads.

S—5518

Form PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

The Secretary of the Treasury, and

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as Project No. 123-E, State of Oregon.

Second. That in accordance with said provisions I have approved the sum of $ 6,722.65 as the total estimated cost of said project, and the sum of $ 4,100.81 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this 9th day of April one thousand nine hundred and thirty-six

Secretary of Agriculture,

By R. E. Boykin
Acting Chief, Bureau of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE: 1934 8—4839

Apr 28/57

Form P. R. 2

State Oregon

Project No. 123, Section G

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

UNITED STATES DEPARTMENT OF AGRICULTURE

WASHINGTON
GOVERNMENT PRINTING OFFICE
1933

8—5513

Ion

Form P. R. 2

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 9th day of March, 1936 by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 24th day of November, 1933, a revised project statement, which was approved by the Secretary on the 6th day of January, 1934, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for Section G of said project which were recommended for approval by the United States District Engineer on the 23d day of September, 1935; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of eleven thousand, five hundred ninety-five and 27/100 dollars ($11,595.27) as the share of the United States payable under said act on account of Section G of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

8—5518

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

Article I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State Chap. 175, laws 1917; Chap. 31, laws 1920.
(Include date and citation of act of legislature by which authorized)

(*b*) From other sources
(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

Article II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between Survey Station 763+30 in the SE¼ of Sec. 20, T. 17 S., R. 12 E., the South end of Section B of said project, and Survey Station 792+56.8 in the NE¼ of Sec. 29, T. 17 S., R. 12 E., W.M., at the north city limits of Bend,

, length 0.554 of a mile~~s~~ in Deschutes County,

being Section C of Oregon project No. 123, consisting of

0.554 of a mile~~s~~ of roadway and no bridges, ~~and~~ of more than 20 feet clear span,

o[illegible]; known locally as the Redmond-Bend Section of the Dalles-California Highway between official control points Redmond and Bend.

8—5518

CHARACTER AND METHOD OF CONSTRUCTION

Article III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section C of said project shall not in any event exceed the sum of eleven thousand, five hundred ninety-five and 27/100 dollars ($11,595.27), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of nineteen thousand, seven hundred forty-eight and 13/100 dollars ($19,748.13), the approved total estimated cost of Section C of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to The State Treasurer
(Official or depository)
hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon
(Name)
of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

~~In no event shall payment or payments made by the United States on account of said project exceed~~ the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing
Chap. 41, laws 1927.
funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the 9th day of April, 1936

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By

Chairman, State Highway Commission
(Title of officer)

By

Member, State Highway Commission
(Title of officer)

By E B Aldrich

Member, State Highway Commission
(Title of officer)

By F L Fonvelle

(Title of officer)

By

(Title of officer)

SECRETARY OF AGRICULTURE,

By L. E. Boykin
Acting Chief, Bureau of Public Roads.

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as Project No. 123-C, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $19,748.13 as the total estimated cost of said project, and the sum of $11,595.27 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this 9th day of April one thousand nine hundred and thirty-six

SECRETARY OF AGRICULTURE,

By L. E. Boykin
Acting Chief, Bureau of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE : 1934 8—4830

Arp. 28158

Form P. R. 2
State Oregon
Project No. 123, Section H

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

WASHINGTON
GOVERNMENT PRINTING OFFICE
1933

8—5518

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 9th day of March, 1936

by and between The Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 24th day of November, 1933, a revised project statement, which was approved by the Secretary on the 6th day of January, 1934, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for Section H of said project which were recommended for approval by the United States District Engineer on the 23d day of September, 1935; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of

twenty-one thousand, four hundred twenty-six and 70/100

dollars ($ 21,426.70) as the share of the United States payable under said act on account of Section H of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State Chap. 175, Laws of 1917 and Chap. 31, Laws of 1920 and Chap. 248, Laws of 1931, (Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between Survey Station 1+10.6 on Sixth Street at McKenzie Highway in Redmond and Survey Station 110+50 in the N.E.¼ of Section 29, T. 15 S., R. 13 E., W.M., the northerly end of Section E of said project,

, length 2.071 miles, in Deschutes County, being Section H of Oregon project No. 123, consisting of 2.066 miles of roadway and one bridges, ~~each~~ of more than 20 feet clear span, .005 of a mile in length; known locally as the Redmond-Bend Section of The Dalles-California Highway, between official control points Bend and Redmond.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section H of said project shall not in any event exceed the sum of twenty-one thousand, four hundred twenty-six and 70/100 dollars ($21,426.70), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of thirty-six thousand, five hundred eight and 06/100 dollars ($36,508.06), the approved total estimated cost of Section H of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to

The State Treasurer
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon
(Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

~~In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.~~

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit:
(Include reference to statute authorizing

Chap. 41, laws 1927
funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. **112**

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the 9th day of April, 1936

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By

Chairman, State Highway Commission
(Title of officer)

By

Member, State Highway Commission
(Title of officer)

By E. B. Aldrich

Member, State Highway Commission
(Title of officer)

By F. L. TouVelle

(Title of officer)

By

(Title of officer)

SECRETARY OF AGRICULTURE,

By R. E. Boykin
Acting Chief, Bureau of Public Roads

8—3513

Form PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

The Secretary of the Treasury, and

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as Project No. 123-H, State of Oregon

Second. That in accordance with said provisions I have approved the sum of $ 36,508.06 as the total estimated cost of said project, and the sum of $ 21,426.70 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this 9th day of April one thousand nine hundred and thirty-six

Secretary of Agriculture,

by R. E. Boykin
Acting Chief, Bureau of Public Roads.

U.S. GOVERNMENT PRINTING OFFICE: 1934 8—[illegible]

cc [illegible]

FORM O.A.4. 5M. 3-33
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

123-13

R. H
STATE H

OREGON STATE HIGHWAY COMMISSION

SALEM

IN REPLY PLEASE
REFER TO FILE NO.

Hauser Construction Company
c/o Multnomah Hotel
Portland, Oregon

Gentlemen:

On May 11, 1933 we mailed to you for signature the final estimate voucher on contract 1434, in the amount of $727.31. During the intervening period two tracers were sent, without reply. But today, without an accompanying letter apparently, there was sent back the original written voucher, signed by A. E. Tweddale, treasurer on the final release form. Mr. Tweddale, however, overlooked executing the affidavit form on the back of the voucher form itself, which is required by state law. Please have this done, taking care that the signature is witnessed by a notary public.

In view of the length of time elapsed since the completion of the job, we would also appreciate receiving an affidavit as to Mr. Tweedale's authority to sign and also some explanation as to the reason for the delay in signing. Under the state law, claims not presented for payment within two years from the date on which the charge was incurred are out-lawed, unless it can not be shown that there was some sufficiently vital reason why the claim could not be presented within the two year period.

For this reason it would be necessary that you give us a definite reason for the delay in signing this voucher, in order that we may furnish an explanation to the Secretary of State. It is possible that there were questions concerning an estate, or some similar matter, which rendered the signing impossible until the present date.

Thanking you for this information, I am

Yours respectfully,

R. H. BALDOCK
State Highway Engineer

By Carl F. Smith
Auditor

CFS:MB
Encl
cc H. B. Glaisyer

NOTED
H. B. GLAISYER

Form 6-A-1 6M 1-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

V23 BEE9#

February 11th, 1936

IN REPLY PLEASE
REFER TO FILE NO.

Mr. K. D. Lytle
Division Engineer
State Highway Dept.
Bend, Oregon

Dear Sir:

I know of no definite information which can be given to the people of Bend concerning the time when the surfacing can be laid on the Redmond-Bend Section. It, of course, involves a large sum of money and necessarily must wait until further Federal funds are available.

It is my understanding that the Federal Aid Program may be reduced or deferred for an entire year. Consequently, I know of no answer which you can make to the inquiries, except that the Commission will of course consider it at the next allocation of funds.

Very truly yours,

R. H. BALDOCK
STATE HIGHWAY ENGINEER

By

H. G. Smith
Construction Engineer

HGS:AH

cc to: R. H. Baldock

123-C

December 27, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement for the Unit No. 3, Redmond-Bend Section, F. A. Project No. 123-C.

Five blueprint copies of the plan title sheet are being sent under separate cover, which sheet has been revised to show the limit of the Regular Federal Aid work separately from the work previously completed with NRH Funds.

Your letter of September 23, 1935, advising a correction in length of the NRH Project from 3.303 miles to 3.304 miles appears in error for the reason that the constructed length of the project is 3.303 miles.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department   Federal Aid Project No. 123-C

UNIT NO. 3, REDMOND-BEND SECTION OF
THE DALLES-CALIFORNIA HIGHWAY IN DESCHUTES COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, December 4, 1935

STATEMENT OF COMPLETED FEDERAL AID WORK

Total Cost	$ 34,547.67
NRH Funds	$ 34,526.42
Length of Roadwork	3.303 miles

New Work, Culverts

300	cu. yds.	Excavation	$ 2.00	$ 600.00
25	cu. yds.	Excavation below plane	3.00	75.00
15	cu. yds.	Class "A" Concrete	22.00	330.00
250	cu. yds.	Mortar Rubble Masonry	12.00	3,000.00
85	cu. yds.	Class "D" Concrete	22.00	1,870.00
9,600	lbs.	Metal Reinforcement	0.05	480.00
		Subtotal		$ 6,355.00
		10% Engr. & Cont.		635.50
		Total		$ 6,990.50

Length 3 culverts .008 mile
Cost per mile $873,750.00

Federal Aid Funds Requested- - - - - - - - - - - - - - - - - - - -	$ 4,264.20 (61%)
State Funds- -	2,726.30
	$ 6,990.50

State Funds for Constr: Chap. 175, laws 1917; Chap. 31, laws 1920
State Funds for Maint: Chap. 41, laws 1927

Oregon State Highway Department Federal Aid Project No. 123-C

UNIT NO. 3, REDMOND-BEND SECTION OF THE DALLES-CALIFORNIA HIGHWAY IN DESCHUTES COUNTY

(Estimate to accompany plans and specifications for concrete culverts.
Not as basis for modified agreement.)

Salem, Oregon, September 20, 1935

STATEMENT OF COMPLETED FEDERAL AID WORK

Total Cost	$ 34,547.67
ERH Funds	$ 34,526.42
Length of Roadwork	3.303 miles

New Work, Culverts

300	cu. yds.	Excavation	$ 2.00	$ 600.00
25	cu. yds.	Excavation below plans	5.00	125.00
15	cu. yds.	Class "A" Concrete	22.00	330.00
250	cu. yds.	Mortar Rubble Masonry	16.00	4,000.00
85	cu. yds.	Class "D" Concrete	22.00	1,870.00
9,600	lbs.	Metal Reinforcement	0.055	528.00
			Subtotal	$ 7,453.00
			10% Engr. & Cont.	745.30
			Total	$ 8,198.30

Length	3.303 miles
Cost per mile	$ 2,482.07

Federal Aid Funds Requested- -	$ 5,000.96 (61%)
State Funds- -	3,197.34
	$ 8,198.30

123-E

December 27, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement for the Unit No. 4, Redmond-Bend Section, F. A. Project No. 123-E.

We are sending, under separate cover, five blueprint copies of the plan title sheet which has been revised to show the limits of the new work being constructed with regular Federal Aid Funds separately from work previously completed with other funds.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department Federal Aid Project No. 123-E

UNIT NO. 4, REDMOND-BEND SECTION OF THE DALLES-CALIFORNIA HIGHWAY IN DESCHUTES COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, December 4, 1935

Statement of Completed Federal Aid Work will be submitted prior to submission of final voucher.

Roadway, Culverts

135	cu. yds.	Excavation	$ 3.00	$ 405.00
10	cu. yds.	Excavation below plans	3.00	30.00
95	cu. yds.	Mortar Rubble Masonry	12.00	1,140.00
48	cu. yds.	Class "D" Concrete	22.00	1,056.00
5,500	lbs.	Metal Reinforcement	0.045	247.50
			Subtotal	$ 2,878.50
			10% Engr. & Cont.	287.85
			Total	$ 3,166.35

Bridge, Sta. 436

50	cu. yds.	Excavation	$ 4.00	$ 200.00
5	cu. yds.	Excavation below plans	4.00	20.00
50	cu. yds.	Class "A" Concrete	23.00	1,150.00
26	cu. yds.	Class "D" Concrete	23.00	598.00
17,000	lbs.	Metal Reinforcement	0.045	765.00
100	lin. ft.	Concrete Handrail	5.00	500.00
			Subtotal	$ 3,233.00
			10% Engr. & Cont.	323.30
			Total	$ 3,556.30

Length of Roadway (4 culverts)	29.01 lin. ft.	.006 mile
" " 1 Bridge	46.0 lin. ft.	.008 mile
Total Length	83.01 lin. ft.	.014 mile
Cost per mile	$527,725.00	

SUMMARY OF FUNDS REQUESTED

Item	Total Cost	Federal Aid Funds		State Funds
Roadwork, Culverts	$ 3,166.35	$ 1,931.47	(615)	$ 1,234.88
Bridge	3,556.30	2,169.34	(615)	1,386.96
	$ 6,722.65	$ 4,100.81		$ 2,621.84

State Funds for Constr: Chap. 175, laws 1917; Chap. 31, laws 1920
State Funds for Maint: Chap. 41, laws 1927

Oregon State Highway Department   Federal Aid Project No. 123-B

UNIT NO. 4, REDMOND-BEND SECTION OF

THE DALLES-CALIFORNIA HIGHWAY IN DESCHUTES COUNTY

(Estimate to accompany plans and specifications for bridge and culverts, Not as basis for project agreement.)

Salem, Oregon, September 20, 1935

Statement of Completed Federal Aid Work will be submitted prior to submission of Final Voucher.

Roadwork, Culverts

135	cu. yds.	Excavation	$ 2.00	$ 270.00
10	cu. yds.	Excavation below plans	5.00	50.00
95	cu. yds.	Mortar Rubble Masonry	16.00	1,520.00
48	cu. yds.	Class "D" Concrete	22.00	1,056.00
5,500	lbs.	Metal Reinforcement	0.055	302.50
			Subtotal	$ 3,198.50
			10% Engr. & Cont.	319.85
			Total	$ 3,518.35

Bridge, Sta. 436

50	cu. yds.	Excavation	$ 3.00	$ 150.00
5	cu. yds.	Excavation below plans	5.00	25.00
50	cu. yds.	Class "A" Concrete	22.00	1,100.00
26	cu. yds.	Class "D" Concrete	22.00	572.00
17,000	lbs.	Metal Reinforcement	0.055	935.00
100	lin. ft.	Concrete Handrail	5.00	500.00
			Subtotal	$ 3,282.00
			10% Engr. & Cont.	328.20
			Total	$ 3,610.20

Length of Roadway	6.609 miles
" " 1 Bridge	.008 "
Total Length	6.617 "
Cost per mile	$ 532.35

SUMMARY OF FUNDS REQUESTED

Item	Total Cost	Federal Aid Funds		State Funds
Roadwork, Culverts	$ 3,518.35	$ 2,146.19	(61%)	$ 1,372.16
Bridge	3,610.20	2,202.22	(61%)	1,407.98
	$ 7,128.55	$ 4,348.41		$ 2,780.14

123-B

December 27, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement for the Unit No. 2, Redmond-Bend Section, F. A. Project No. 123-B.

We are sending, under separate cover, five blueprint copies of the plan title sheet, which has been revised to show the limits of the new work being constructed under regular Federal Aid Funds separately from work previously completed with other funds.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department Federal Aid Project No. 123-B

UNIT NO. 2, REDMOND-BEND SECTION OF
THE DALLES-CALIFORNIA HIGHWAY IN DESCHUTES COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, December 4, 1935

STATEMENT OF COMPLETED FEDERAL AID WORK

Total Cost	$ 20,566.92
Regular Federal Aid	$ 6,088.72
Emergency Construction Funds	$ 14,207.00
Length	2.441 miles

New Work, Culvert (Sta. 717+42 to 717+62)

90	cu. yds.	Excavation	$ 2.00	$ 180.00
8	cu. yds.	Excavation below plans	3.00	24.00
165	cu. yds.	Mortar Rubble Masonry	12.00	1,980.00
30	cu. yds.	Class "D" Concrete	23.00	690.00
5,800	lbs.	Metal Reinforcement	0.045	261.00
			Subtotal	$ 3,135.00
			10% Engr. & Cont.	313.50
			Total	$ 3,448.50

Length 20.0 lin. ft. 0.003 mile
Cost per mile $1,149,500.00

Federal Aid Funds Requested- -	$ 2,103.58 (61%)
State Funds- -	1,344.92
	$ 3,448.50

State Funds for Constr: Chap. 175, laws 1917; Chap. 31, laws 1920
State Funds for Maint: Chap. 41, laws 1927

Oregon State Highway Department Federal Aid Project No. 123-B

UNIT NO. 2, REDMOND-BEND SECTION OF THE DALLES-CALIFORNIA HIGHWAY IN DESCHUTES COUNTY

(Estimate to accompany plans and specifications for concrete culverts.
Not as basis for modified agreement.)

Salem, Oregon, September 20, 1935

STATEMENT OF COMPLETED FEDERAL AID WORK

Total Cost	$ 20,566.92
Regular Federal Aid	$ 6,088.72
Emergency Construction Funds	$ 14,207.00
Length	2.441 miles

New Work. Culverts

90	cu. yds.	Excavation	$ 2.00	$ 180.00
8	cu. yds.	Excavation below plans	5.00	40.00
165	cu. yds.	Mortar Rubble Masonry	16.00	2,640.00
30	cu. yds.	Class "D" Concrete	22.00	660.00
5,800	lbs.	Metal Reinforcement	0.055	319.00
			Subtotal	$ 3,839.00
			10% Engr. & Cont.	383.90
			Total	$ 4,222.90

Length	2.441 miles
Cost per mile	$ 1,729.98

Federal Aid Funds Requested- -	$ 2,575.96	(61%)
State Funds- -	1,646.93	
	$ 4,222.90	

123BCD7H
175a

November 13, 1935.

Mr. Tom Lillebo

Reedsport, Oregon

Dear Sir:

By express we are forwarding to you a fully executed copy of contract No. 1757 awarded to you on October 8, 1935, for the construction of bridges over Irrigation Canals and Ochoco Creek near Redmond and Prineville on The Dalles-California and Ochoco Highways in Deschutes and Crook Counties.

This copy is for your records and files.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

JM:CE

1237 #11

November 13, 1935

Parker-Schram Co.
515 Couch Building
Portland, Oregon

Gentlemen:

On October 8, 1935, the State Highway Commission took bids for the grading of Units No. 1 and No. 5, Redmond-Bend Section, The Dalles-California Highway, in Deschutes County. The low bid for this project was submitted by contractors Johnston, Hansen and Johnston, Birkenfeld, Oregon, which bid was satisfactory to the Commission, and accordingly the contract was awarded to that firm.

Johnston, Hansen and Johnston have reconsidered their bid since the award and have indicated to the State Highway Commission their desire to be relieved from their obligation in connection therewith. This matter had the attention of the State Highway Commission at its last meeting, held on November 7, at which time the Commission granted the request and re-awarded this contract to you at your bid price of $43,724.50, which was the second low bid submitted for this project on October 8.

You may consider this letter as official notification of the award of this contract to you, and our request for you to commence construction operations immediately. Contract forms are now being prepared and will be mailed to you shortly for execution. We also request you to immediately notify the United States Reemployment Service of the approximate time that you will begin operations and the number and classification of laborers needed for such work.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HBG:MBL

cc - S H Probert
K D Lytle

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREGON

IN YOUR REPLY PLEASE
REFER TO FILE No. 123BCEGH

November 8, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to our letter of October 25, 1935, in which we requested three additional prints of bid tabulation covering Oregon Federal Aid projects Nos. 123-B, C, E, G and H and 175-A, and one additional print of bid tabulation covering Oregon Federal Aid project Nos. 140-C, E and F.

In answer to our request, we have received one print of bid tabulation for projects Nos. 123-B, C, E, G and H and 175-A, and three prints of bid tabulation for projects Nos. 140-C, E and F.

Will you please send us two additional prints of the tabulation for projects Nos. 123-B, C, E, G and H and 175-A, which will be sufficient for our files with the prints we now have.

Very truly yours,

W. H. LYNCH
District Engineer

By F. E. Andrews

F. E. Andrews
Sr. Highway Engineer

Fen

123.5 E 094H
115 11

Mr Hanson of
Johnston Hanson & Johnston

re

return of bid deposit

[illegible] amount of bid deposit to 5% and return balance

November 4, 1935

the contract for the Redmond-Bend Project
Johnston have refused to accept may be
hran Company at the November 7th meeting
of the Commission, please advise me fully as to what actions must be taken in order to make such an award legal. Also, advise me as to what procedure must be gone through before we can legally cash the certified check deposited with us by Johnston, Hanson & Johnston as a proposal guaranty, and deposit the returns in the State Highway Fund.

If any resolutions or documents are required to be acted upon or executed, please have them ready for presentation to the Commission on the date above stated.

In connection with the above matter, please bear in mind that the certified check deposited with us is for $2,000.00, which is $71.10 more than five per cent of the amount of the bid. Would it be within the power of the Commission to take up the whole of the amount deposited? If so, would you recommend such action?

Very truly yours,

State Highway Engineer

Gave resolution & release 11/13 & correct

November 4, 1935

Mr. J. M. Devers
Attorney
Office

Dear Sir:

In order that the contract for the Redmond-Bend Project which Johnston, Hanson & Johnston have refused to accept may be awarded to the Parker-Schram Company at the November 7th meeting of the Commission, please advise me fully as to what actions must be taken in order to make such an award legal. Also, advise me as to what procedure must be gone through before we can legally cash the certified check deposited with us by Johnston, Hanson & Johnston as a proposal guaranty, and deposit the returns in the State Highway Fund.

If any resolutions or documents are required to be acted upon or executed, please have them ready for presentation to the Commission on the date above stated.

In connection with the above matter, please bear in mind that the certified check deposited with us is for $2,000.00, which is $71.10 more than five per cent of the amount of the bid. Would it be within the power of the Commission to take up the whole of the amount deposited? If so, would you recommend such action?

Very truly yours,

State Highway Engineer

Gave resolution & waiver 11/13 & contract

November 4, 1935

Mr. J. M. Devers
Attorney
Office

Dear Sir:

In order that the contract for the Redmond-Bend Project which Johnston, Hanson & Johnston have refused to accept may be awarded to the Parker-Schram Company at the November 7th meeting of the Commission, please advise me fully as to what actions must be taken in order to make such an award legal. Also, advise me as to what procedure must be gone through before we can legally cash the certified check deposited with us by Johnston, Hanson & Johnston as a proposal guaranty, and deposit the returns in the State Highway Fund.

If any resolutions or documents are required to be acted upon or executed, please have them ready for presentation to the Commission on the date above stated.

In connection with the above matter, please bear in mind that the certified check deposited with us is for $2,000.00, which is $71.10 more than five per cent of the amount of the bid. Would it be within the power of the Commission to take up the whole of the amount deposited? If so, would you recommend such action?

Very truly yours,

State Highway Engineer

Gave resolution & waiver 11/13 & contract

APPROVED BY HIGHWAY COMMISSION
DATE 11-7-35
H B Glaisyer
SECRETARY

RESOLUTION

WHEREAS, the Highway Commission called for and received bids on the eighth day of October, 1935, for the construction of 2.62 miles of highway roadbed on units 1 and 5 of the Redmond-Bend Section of The Dalles-California Highway in Deschutes County; and

WHEREAS, a copartnership consisting of J. F. Johnston, J. R. Hanson and T. P. Johnston, along with other bidders, submitted a bid and proposal for the performance of said work; and

WHEREAS, after due consideration it was the judgment and decision of the Commission that the bid of the said copartnership was the lowest and best bid, and, therefore, said bid was accepted and the contract for said work awarded to said bidders; and

WHEREAS, thereafter, in due time, the formal written contract was prepared and the formal written bond likewise prepared and copies of the same delivered to the said bidders for their execution as to the contract and for their signatures on the bond, together with the signature of their surety; and

WHEREAS, more than ten days have elapsed since said contract and bond in quadruplicate was delivered to the said bidders for execution, but said bidders have defaulted and failed to execute the said contract or bond and have failed to have the said bond executed by a surety as required by the provisions of said bid proposal, and said bidders are now in default; and

WHEREAS, in connection with the bid submitted by the said bidders there was submitted along with the said bid, as required by the notice and

call for bids, a certified check in the sum of $2,000 (which is $71.10 in excess of 5% of said bid), the conditions upon which said check was submitted being that, in the event the bid of the said bidders was accepted and the contract awarded to them, they would execute the contract and bond as required, and, in the event they failed and defaulted in so doing, the said certified check should be forfeited to the State;

NOW, THEREFORE, be it and it hereby is resolved by the State Highway Commission, all members being present and affirmatively participating, as follows:

That the said copartnership, consisting of J. F. Johnston, J. R. Hanson and T. P. Johnston, whose bid was adjudged the lowest and best bid for the work specified above, and which bid was accepted and the contract for the work covered thereby was awarded to said copartnership, but which contract they refused to execute, and have refused to execute and furnish the bond required in said call for bids, and are therefore in default and have notified the Highway Commission in writing that they have elected to forfeit their bond, and have and do refuse to execute said contract or bond, be and they hereby are declared in default, and it is hereby adjudged and ordered by the Commission that the certified check in the sum of $2,000 deposited by the said bidders with their bid, be and the same hereby is declared forfeited and the State Highway Engineer is hereby directed to cash said check and of said amount deposit $1928.90 with the State Treasurer to the credit of the state highway fund, and remit to said bidders the sum of $71.10 as the excess over 5% of the amount of the said bid; and

Be it further ordered that the bid of the Parker-Schram Company in the sum of $43,724.50 be and said bid hereby is accepted and the contract for the construction of the said 2.62 miles of grading of units 1 and 5 of

the Redmond-Bend Section of The Dalles-California Highway in Deschutes County hereby is awarded to the said bidders, the Parker-Schram Company, and the Attorney hereby is instructed to prepare and deliver to the said Parker-Schram Company the formal agreement and form of surety bond for execution.

RESOLUTION

WHEREAS, the Highway Commission called for and received bids on the eighth day of October, 1935, for the construction of 2.82 miles of highway roadbed on units 1 and 5 of the Redmond-Bend Section of The Dalles-California Highway in Deschutes County; and

WHEREAS, a copartnership consisting of J. F. Johnston, J. R. Hanson and T. P. Johnston, along with other bidders, submitted a bid and proposal for the performance of said work; and

WHEREAS, after due consideration it was the judgment and decision of the Commission that the bid of the said copartnership was the lowest and best bid, and, therefore, said bid was accepted and the contract for said work awarded to said bidders; and

WHEREAS, thereafter, in due time, the formal written contract was prepared and the formal written bond likewise prepared and copies of the same delivered to the said bidders for their execution as to the contract and for their signatures on the bond, together with the signature of their surety; and

WHEREAS, more than ten days have elapsed since said contract and bond in quadruplicate was delivered to the said bidders for execution, but said bidders have defaulted and failed to execute the said contract or bond and have failed to have the said bond executed by a surety as required by the provisions of said bid proposal, and said bidders are now in default; and

WHEREAS, in connection with the bid submitted by the said bidders there was submitted along with the said bid, as required by the notice and

call for bids, a certified check in the sum of $2,000 (which is $71.10 in excess of 5% of said bid), the conditions upon which said check was submitted being that, in the event the bid of the said bidders was accepted and the contract awarded to them, they would execute the contract and bond as required, and, in the event they failed and defaulted in so doing, the said certified check should be forfeited to the State;

NOW, THEREFORE, be it and it hereby is resolved by the State Highway Commission, all members being present and affirmatively participating, as follows:

That the said copartnership, consisting of J. F. Johnston, J. R. Hanson and T. P. Johnston, whose bid was adjudged the lowest and best bid for the work specified above, and which bid was accepted and the contract for the work covered thereby was awarded to said copartnership, but which contract they refused to execute, and have refused to execute and furnish the bond required in said call for bids, and are therefore in default and have notified the Highway Commission in writing that they have elected to forfeit their bond, and have and do refuse to execute said contract or bond, be and they hereby are declared in default, and it is hereby adjudged and ordered by the Commission that the certified check in the sum of $2,000 deposited by the said bidders with their bid, be and the same hereby is declared forfeited and the State Highway Engineer is hereby directed to cash said check and of said amount deposit $1928.90 with the State Treasurer to the credit of the state highway fund, and remit to said bidders the sum of $71.10 as the excess over 5% of the amount of the said bid; and

Be it further ordered that the bid of the Parker-Schram Company in the sum of $43,724.50 be and said bid hereby is accepted and the contract for the construction of the said 2.62 miles of grading of units 1 and 5 of

the Redmond-Bend Section of The Dalles-California Highway in Deschutes County hereby is awarded to the said bidders, the Parker-Schram Company, and the Attorney hereby is instructed to prepare and deliver to the said Parker-Schram Company the formal agreement and form of surety bond for execution.

RESOLUTION

WHEREAS, the Highway Commission called for and received bids on the eighth day of October, 1935, for the construction of 2.62 miles of highway roadbed on units 1 and 5 of the Redmond-Bend Section of The Dalles-California Highway in Deschutes County; and

WHEREAS, a copartnership consisting of J. F. Johnston, J. R. Hanson and T. P. Johnston, along with other bidders, submitted a bid and proposal for the performance of said work; and

WHEREAS, after due consideration it was the judgment and decision of the Commission that the bid of the said copartnership was the lowest and best bid, and, therefore, said bid was accepted and the contract for said work awarded to said bidders; and

WHEREAS, thereafter, in due time, the formal written contract was prepared and the formal written bond likewise prepared and copies of the same delivered to the said bidders for their execution as to the contract and for their signatures on the bond, together with the signature of their surety; and

WHEREAS, more than ten days have elapsed since said contract and bond in quadruplicate was delivered to the said bidders for execution, but said bidders have defaulted and failed to execute the said contract or bond and have failed to have the said bond executed by a surety as required by the provisions of said bid proposal, and said bidders are now in default; and

WHEREAS, in connection with the bid submitted by the said bidders there was submitted along with the said bid, as required by the notice and

call for bids, a certified check in the sum of $2,000 (which is $71.10 in excess of 5% of said bid), the conditions upon which said check was submitted being that, in the event the bid of the said bidders was accepted and the contract awarded to them, they would execute the contract and bond as required, and, in the event they failed and defaulted in so doing, the said certified check should be forfeited to the State;

NOW, THEREFORE, be it and it hereby is resolved by the State Highway Commission, all members being present and affirmatively participating, as follows:

That the said copartnership, consisting of J. F. Johnston, J. R. Hanson and T. P. Johnston, whose bid was adjudged the lowest and best bid for the work specified above, and which bid was accepted and the contract for the work covered thereby was awarded to said copartnership, but which contract they refused to execute, and have refused to execute and furnish the bond required in said call for bids, and are therefore in default and have notified the Highway Commission in writing that they have elected to forfeit their bond, and have and do refuse to execute said contract or bond, be and they hereby are declared in default, and it is hereby adjudged and ordered by the Commission that the certified check in the sum of $2,000 deposited by the said bidders with their bid, be and the same hereby is declared forfeited and the State Highway Engineer is hereby directed to cash said check and of said amount deposit $1928.90 with the State Treasurer to the credit of the state highway fund, and remit to said bidders the sum of $71.10 as the excess over 5% of the amount of the said bid; and

Be it further ordered that the bid of the Parker-Schram Company in the sum of $45,724.50 be and said bid hereby is accepted and the contract for the construction of the said 2.62 miles of grading of units 1 and 5 of

the Redmond-Bend Section of The Dalles-California Highway in Deschutes County hereby is awarded to the said bidders, the Parker-Schram Company, and the Attorney hereby is instructed to prepare and deliver to the said Parker-Schram Company the formal agreement and form of surety bond for execution.

RESOLUTION

WHEREAS, the Highway Commission called for and received bids on the eighth day of October, 1935, for the construction of 2.62 miles of highway roadbed on units 1 and 5 of the Redmond-Bend Section of The Dalles-California Highway in Deschutes County; and

WHEREAS, a copartnership consisting of J. F. Johnston, J. R. Hanson and T. P. Johnston, along with other bidders, submitted a bid and proposal for the performance of said work; and

WHEREAS, after due consideration it was the judgment and decision of the Commission that the bid of the said copartnership was the lowest and best bid, and, therefore, said bid was accepted and the contract for said work awarded to said bidders; and

WHEREAS, thereafter, in due time, the formal written contract was prepared and the formal written bond likewise prepared and copies of the same delivered to the said bidders for their execution as to the contract and for their signatures on the bond, together with the signature of their surety; and

WHEREAS, more than ten days have elapsed since said contract and bond in quadruplicate was delivered to the said bidders for execution, but said bidders have defaulted and failed to execute the said contract or bond and have failed to have the said bond executed by a surety as required by the provisions of said bid proposal, and said bidders are now in default; and

WHEREAS, in connection with the bid submitted by the said bidders there was submitted along with the said bid, as required by the notice and

call for bids, a certified check in the sum of $2,000 (which is $71.10 in excess of 5% of said bid), the conditions upon which said check was submitted being that, in the event the bid of the said bidders was accepted and the contract awarded to them, they would execute the contract and bond as required, and, in the event they failed and defaulted in so doing, the said certified check should be forfeited to the State;

NOW, THEREFORE, be it and it hereby is resolved by the State Highway Commission, all members being present and affirmatively participating, as follows:

That the said copartnership, consisting of J. F. Johnston, J. R. Hanson and T. P. Johnston, whose bid was adjudged the lowest and best bid for the work specified above, and which bid was accepted and the contract for the work covered thereby was awarded to said copartnership, but which contract they refused to execute, and have refused to execute and furnish the bond required in said call for bids, and are therefore in default and have notified the Highway Commission in writing that they have elected to forfeit their bond, and have and do refuse to execute said contract or bond, be and they hereby are declared in default, and it is hereby adjudged and ordered by the Commission that the certified check in the sum of $2,000 deposited by the said bidders with their bid, be and the same hereby is declared forfeited and the State Highway Engineer is hereby directed to cash said check and of said amount deposit $1928.90 with the State Treasurer to the credit of the state highway fund, and remit to said bidders the sum of $71.10 as the excess over 5% of the amount of the said bid; and

Be it further ordered that the bid of the Parker-Schram Company in the sum of $43,724.50 be and said bid hereby is accepted and the contract for the construction of the said 2.62 miles of grading of units 1 and 5 of

the Redmond-Bend Section of The Dalles-California Highway in Deschutes County hereby is awarded to the said bidders, the Parker-Schram Company, and the Attorney hereby is instructed to prepare and deliver to the said Parker-Schram Company the formal agreement and form of surety bond for execution.

22

1217-A

CLASS OF SERVICE DESIRED			
DOMESTIC		CABLE	
TELEGRAM	☐	FULL RATE	☐
DAY LETTER	☐	DEFERRED	☐
NIGHT MESSAGE	☐	NIGHT LETTER	☐
NIGHT LETTER	☐	SHIP RADIOGRAM	☐

Patrons should check class of service desired; otherwise message will be transmitted as a full-rate communication.

WESTERN UNION

R. B. WHITE
PRESIDENT

NEWCOMB CARLTON
CHAIRMAN OF THE BOARD

J. C. WILLEVER
FIRST VICE-PRESIDENT

CHECK	
ACCT'G INFMN.	
TIME FILED	

Send the following message, subject to the terms on back hereof, which are hereby agreed to

123 BCE9#-
175-a

SALEM ORG OCT 25 1935

JOHNSTON HANSON & JOHNSTON

BIRKENFELD ORG

WOULD APPRECIATE IMMEDIATE REPLY BY WIRE STATING WHETHER YOU WILL ACCEPT REDMOND BEND JOB

R H BALDOCK

THE QUICKEST, SUREST AND SAFEST WAY TO SEND MONEY IS BY TELEGRAPH OR CABLE

---

to execute the contract
our surety, which must be
t business in the State of
d copies of the contract
ne specified in said bid
of this form of agreement
and bond in quadruplicate, and thereafter authority will be given
by the Commission for you to proceed with the work contemplated
by the agreement.

The said form of agreement in quadruplicate with bond attached has been this day sent by first class mail ~~express~~ and a copy of this letter is being sent by registered mail to each member of the partnership at their respective addresses given in the proposal, and a copy

---

Yours Truly

Johnston Hanson & Johnston
By J. F. Johnston

Birke[illegible]ld Ore.
Oct 24-35

Mr R. H. Baldock
State Highway Engineer
Salem Oregon

In reguard to the Road Job we Bid on at Bend and Redman Ore.

I am sorry to say that we Bid it to low. its more of a Job than we figered. so we decided to giv it up. We notified the Highway Dept the 17 of Oct that we couldent take the Job.

Yours truley
Johnston Hanson & Johnston
By J F Johnston

---

to you today four copies
tion of 2.62 miles of
Redmond-Bend Section
schutes County. This
. Johnston, J. R. Hanson
adjudged the lowest and
the Highway Commission
r 8th.

hed to this contract is
ree members of the partner-
essed in the bond. The
or the partnership by the
hen the four copies are
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e delivered to the partner-
delivered to the partner-

to the provision found at
n keeping with the said
to execute the contract
our surety, which must be
t business in the State of
d copies of the contract
e specified in said bid
of this form of agreement
and bond in quadruplicate, and thereafter authority will be given by the Commission for you to proceed with the work contemplated by the agreement.

The said form of agreement in quadruplicate with bond attached has been this day sent by ~~express~~ first class mail and a copy of this letter is being sent by registered mail to each member of the partnership at their respective addresses given in the proposal, and a copy

123 B C E4
175 a

October 21, 1955

Johnston, Hanson & Johnston,
Birkenfeld, Oregon.

Gentlemen:

By first class mail ~~express~~ we have sent to you today four copies of the agreement covering the construction of 2.62 miles of highway roadbed on Units 1 and 5 of the Redmond-Bend Section of The Dalles-California Highway in Deschutes County. This contract covers the work for which J. F. Johnston, J. R. Hanson and T. P. Johnston, a partnership, was adjudged the lowest and best bidder and awarded the contract by the Highway Commission at its meeting held in Portland, October 8th.

You will note that attached to this contract is a form of bond to be executed by the three members of the partnership and your surety in the amount expressed in the bond. The agreement should likewise be executed for the partnership by the three members of the partnership, and then the four copies are to be returned to the Commission for execution by the Commission, after which a fully executed copy will be delivered to the partnership and a fully executed copy will be delivered to the partnership's surety on the bond.

Your attention is called to the provision found at the top of page 2 of your proposal and in keeping with the said provision you are respectfully requested to execute the contract and bond and have the bond executed by your surety, which must be a corporate surety authorized to transact business in the State of Oregon, and return the said four executed copies of the contract and bond to the Commission within the time specified in said bid proposal, to wit: ten days from receipt of this form of agreement and bond in quadruplicate, and thereafter authority will be given by the Commission for you to proceed with the work contemplated by the agreement.

The said form of agreement in quadruplicate with bond attached has been this day sent by first class mail ~~express~~ and a copy of this letter is being sent by registered mail to each member of the partnership at their respective addresses given in the proposal, and a copy is being sent to Dooly & Company named in the said proposal as agent for your surety, which letter was mailed to the address of such agent as given in said proposal.

Please give this matter your immediate attention.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

By

Secretary

JMD:PW

cc J. F. Johnston,
Birkenfeld, Oregon.

J. R. Hanson,
3655 N. E. Alberta St.,
Portland, Oregon.

T. P. Johnston,
Birkenfeld, Oregon.

Dooly & Company,
Board of Trade Building,
Portland, Oregon.

Portland Ore
Oct. 19, 1935

Oregon State Highway Comm.,
Dear Sirs.

This is in regards to the Redmond, Bend sec., of The Dalles. California, Highway Units 1 + 5 for which we submitted bids on Oct., 8th.

We were very sorry to have had to give this job up but could not see our way out. We found out that it would cost more to handle the Solid Rock than we had thought at first. We had been given the impression by various parties that, that type of rock could be shot for .35¢ but found out too late that it would cost between .45 + .50¢.

-Bend grading project
as they are ready, we
st on the 10th inst.
d of Trade Building.

ION

There were also other features of the job that did not look as good as we had anticipated before we bid. We felt quite sure we would get both the bridge & culvert job and grading job and believed this would be quite an advantage to us. Now we feel that by giving up this job we have saved your department some grief at least because generally a contractor that bids too low has to try most any kind of schemes to try and get by and that makes it quite disagreeable for the engineer in charge.

I think if you have noticed in our previous bidding you will find that we have tried to put in a very ~~[illegible]~~ conservative

---

-Road grading project
s as they are ready, we
est on the 10th inst.
rd of Trade Building.

IOS

bid in most instances.

Naturally we dislike very much to loose the 5% certified check as we are not a large concern by any means, and to loose that much means quite a bit to each of us.

Any favor that you can see fit to grant us will be very greatly appreciated.

Hoping to hear from you favorablly we remain

Very Truly Yours
Johnston Hanson & Johnston
by J. R. Hanson

P.S. If you care to reply to this please adress to J. R. Hanson
3635 N.E. Alberta st
Portland
Ore.

-Bond grading project
as they are ready, we
at on the 10th inst.
d of Trade Building,

IOS

[illegible] 17, 1935

H. B. G.

Mr. Probert called and said that this firm were not going to accept the contract and not to send the copies out. This is for your information. For further details see Mr. Probert.

J. McF.

Gentlemen:

The contract forms for the Redmond-Bend grading project have not yet been sent to you. As soon as they are ready, we shall be glad to comply with your request of the 10th inst. and mail them to Dooley & Company, Board of Trade Building, Portland.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HBG:MBL

October 14, 1935

Johnston, Hansen & Johnston
Birkenfeld, Oregon

Gentlemen:

The contract forms for the Redmond-Bend grading project have not yet been sent to you. As soon as they are ready, we shall be glad to comply with your request on the 10th inst. and mail them to Dooley & Company, Board of Trade Building, Portland.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

HBG:MBL

Portland Ore Oct 10-35

Oregon State Highway Comm
Salem Ore.

Sirs

If you have not already sent the contracts to Johnston, Hanson, & Johnston for the Redmond-Bend grading job then please send them to Dooley & Co, Board of Trade Bldg Portland Oregon as this is the Co that is writing our bond. Hoping this will not inconvien you I remain

Yours Respt
Johnston Hanson Johnston
by J. R. Hanson.

35

oday, by express, four
1757 which was awarded
construction of 12 concrete
Bend Section of The Dalles-
ty and widening and con-
idge over Ochoco Creek at
n the Ochoco Highway.

copies of this contract
them to this office for
mission. When this is
be returned to you for
lso be furnished the

d to the paragraph under
and the last two para-
l of which relate to the
expected to accept the
ur work under this con-

very truly,
STATE HIGHWAY COMMISSION

By

MC

Secretary

123-B,C, 10, 21. H

October 15, 1935

Mr. Tom Lillebo
Reedsport, Oregon

Dear Sir:

We are sending to you today, by express, four copies of State Highway Contract No. 1757 which was awarded to you on October 8, 1935, for the construction of 12 concrete bridges or culverts on the Redmond-Bend Section of The Dalles-California Highway in Deschutes County and widening and construct concrete sidewalks on the bridge over Ochoco Creek at the east city limits of Prineville on the Ochoco Highway.

Please execute all four copies of this contract as to agreement and bond and return them to this office for the approval of the State Highway Commission. When this is obtained a fully executed copy will be returned to you for your files. An executed copy will also be furnished the surety on your bond.

Your attention is called to the paragraph under Section 5 of the General Provisions and the last two paragraphs of the Special Provisions, all of which relate to the Workmen's Compensation Act. You are expected to accept the terms of this Act and to carry on your work under this contract in strict conformance thereto.

Yours very truly,
STATE HIGHWAY COMMISSION

By

Secretary

MC

OCTOBER 11, 1935

Mr. Tom Lillebo,
Reedsport, Oregon.

Dear Sir:

This letter is to inform you that the State Highway Commission approved and accepted the bid submitted by you on October 8 for construction of concrete bridges or culverts on the Redmond-Bend Section of The Dalles-California Highway, Deschutes County, and widen and construct concrete sidewalks onthe bridge over Ochoco Creek at the east city limits of Prineville on the Ochoco Highway in Crook County, your bid in the amount of $28,029.00 being the low bid submitted for that work.

This letter is your authority and our request to commence construction operations immediately. Contract forms will be sent to you shortly for execution.

You are also requested to immediately notify the U. S. Reemployment Service of the approximate time work will begin and the number and classification of laborers needed for such work.

Yours very truly,

STATE HIGHWAY COMMISSION

By
Secretary

HBG:D

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO.________

POST OFFICE BUILDING
PORTLAND, OREGON

October 8, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence in award of contract, as of this date, for Oregon Federal Aid Projects Nos. 123-B, C, E, G, H and 175-A, bridge and culvert construction on the Redmond-Bend section of The Dalles-California Highway and widening and sidewalk construction on bridge over Ochoco Creek near Prineville on the Ochoco Highway, to Tom Lillebo, Reedsport, Oregon, who submitted the low bid.

Very truly yours,

W. H. LYNCH
District Engineer

By F. E. Andrews

F. E. Andrews
Sr. Highway Engineer

Tom

c/R.174C

F F

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. 123C

POST OFFICE BUILDING
PORTLAND, OREGON

October 7, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to the P.S.& E. submitted for Oregon Federal Aid projects 123-C and 174-C. Since these two projects were initiated as NRH projects it will be necessary to prepare new project agreements. New title sheets should be submitted showing the termini of the proposed improvements.

The lengths of these projects should be shown on the estimates as the actual lengths of the improvements now proposed.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

FORM 5-C-1 22775 2M 6-35
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF K. D. LYTLE, DIVISION ENGINEER
BEND, OREGON

1239

October 5, 1935

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Attention: Mr. H. G. Smith.

Dear Sir:

Attached is Division Engineer's Estimate of Cost on Units One and Five of the Redmond-Bend Section for which the Commission is receiving bids on October 8th.

Very truly yours,

K. D. LYTLE
DIVISION ENGINEER

By:
W. L. Widdows

[illegible]
Encl.

DIVISION ENGINEER'S

ESTIMATE OF COST

UNITS 1 & 5 REDMOND-BEND SECTION

2.62 MILES GRADING

BIDS TO BE RECEIVED OCTOBER 8, 1925 K. D. LYTLE

1.	Clearing and Grubbing	All Specified			$	500.00
2.	Trench Excavation	100	c. y.	@ $1.50		150.00
3.	Common Excavation	9,600	c.y.	@ .23		2,208.00
4.	Solid Rock Excavation	22,800	c.y.	@ 1.15		26,220.00
5.	Borrowed Embankment Materials in Place	30,300	c.y.	@ 0.30		9,090.00
6.	Overhaul	65,000	yd.sta	@ 0.02		1,300.00
7.	Finishing Roadbed &Slopes	2.62	miles	@ 300.00		786.00
8.	12-inch Corrugated Iron Pipe	220	lin.ft	@ 1.15		253.00
9.	18-inch Corrugated Iron Pipe	70	lin.ft	@ 1.60		112.00
10.	24-inch Corrugated Iron Pipe	50	lin.ft.	@ 2.50		125.00
11.	18-inch Corrugated Iron Siphon Pipe	50	lin.ft.	@ 2.10		105.00
12.	18-inch Concrete Pipe	400	lin.ft	@ 1.35		540.00
13.	Class "A" Concrete	5	cu.yds	@ 25.00		125.00
14.	Riprap	220	cu.yds	@ 1.50		330.00

Total Amount of Estimate $ 41,344.00

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

123-B

IN YOUR REPLY PLEASE
REFER TO FILE NO.

POST OFFICE BUILDING
PORTLAND, OREGON

October 4, 1935

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Reference is made to P.S.& E. papers for Oregon Federal Aid Project 123-B, Unit 2, of the Redmond-Bend Section of The Dalles-California Highway.

Since this project was initiated as an Emergency Construction Highway project (E-123-B), it will be necessary to prepare a new project agreement. New title sheets should be submitted and the length of the project shown on the estimate as the actual length of this improvement.

Very truly yours,

W. H. LYNCH
District Engineer

By F. E. Andrews
F. E. Andrews
Sr. Hwy. Engineer

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

123-E

IN YOUR REPLY PLEASE
REFER TO FILE No.________

POST OFFICE BUILDING
PORTLAND, OREGON

September 23, 1935

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

P.S.& E. documents for Oregon Federal Aid project 123-E, culvert and bridge construction on Unit 4 of the Redmond-Bend Section of The Dalles-California Highway, have today been recommended for approval, subject to final review and approval by the Chief Engineer. This is your authority for advertising.

Prompt submission of the bid tabulation and agreement estimate will be appreciated.

The roadway mileage has been changed from 6.609 miles to 6.608 miles and the bridge mileage from .008 to .009 mile on the estimate being forwarded to Washington, to agree with previously approved documents for this project. It is requested that when the agreement estimate is submitted the corrected length be given.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

123-C
IN YOUR REPLY PLEASE
REFER TO FILE No. ________

POST OFFICE BUILDING
PORTLAND, OREGON

September 23, 1935

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

P.S.& E. documents for Oregon Federal Aid Project 123-C, culvert construction on Unit 3, of the Redmond-Bend section of The Dalles-California Highway, have today been recommended for approval, subject to final review and approval by the Chief Engineer. This is your authority for advertising.

Prompt submission of the bid tabulation and agreement estimate will be appreciated.

The roadway mileage has been changed from 3.303 to 3.304 miles on the estimate being forwarded to Washington to agree with previously approved documents for this project. It is requested that when the project agreement estimate is submitted the corrected mileage be shown.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

Constr. length is 3.303 miles

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREGON

123-B
IN YOUR REPLY PLEASE
REFER TO FILE No.

September 23, 1935

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

P.S.& E. documents for Oregon Federal Aid project 123-B, culvert construction on Unit 2, of the Redmond-Bend section, of The Dalles-California Highway, have today been recommended for approval, subject to final review and approval by the Chief Engineer. This is your authority for advertising.

Prompt submission of the bid tabulation and agreement estimate will be appreciated.

The quantity of reinforcing steel shown on page 2, the summary sheet, has been changed from 5,000 to 5,800 lbs. to agree with the estimate and proposal. It is suggested that this change be made on the original.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

CONTRACT# 1759,

24-2302 Storage Building in Salem 1935

1759

24-2302 Storage Building in Salem 1935

1759

24-2302

September 12, 1938

Mr. John E. Barnett,
Manager, Surety Department,
Harvey Wells Insurance Agency,
412 Failing Building,
Portland, Oregon.

Dear Sir:

We are returning herewith corrected questionaire in connection with A. J. Anderson , Contract #1759, construction of an addition to storage building at the Salem Shops.

We regret that we gave you the wrong figures on your questionaire of September 11th, however, this was due to the fact that we confused it with Mr. Anderson's current contract for the construction of the sign shop building.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary.

Dict. by J. McFarland.

#1759

JESSE S PHILLIPS
CHAIRMAN OF THE BOARD

PACIFIC DEPARTMENT

Great American
Indemnity Company
New York

WILLIAM H. KOOP
PRESIDENT
233 SANSOME STREET
SAN FRANCISCO, CAL.
TELEPHONE EXBROOK 0360

DANIEL McPEAK
ALFRED W. HILLBACK
MANAGERS

HARVEY WELLS INSURANCE AGENCY
GENERAL AGENTS
412 FAILING BUILDING

PORTLAND, OREGON

RECEIVED
SEP 12 1936
OREGON
STATE HIGHWAY COMMISSION

September 11, 1936

Mr. H.B.Glaisyer, Secretary
State Highway Commission,
Salem, Oregon

Dear Sir: Re: Bond #1462-A.J.Anderson

We are returning the completion questionaire in connection with contract for the construction of addition to Storage Building, Salem, Oregon, State Highway Job #1462, on which is information that does not pertain to this contract, but refers to Contract #1858 for the erection of the Sign Shop Building for the Highway Commission.

We are therefore enclosing another questionaire and will ask that you kindly complete, sign and return same to us as soon as possible.

Thanking you, we are

Yours very truly,

John H. Barnett
Manager, Surety Department

JHB:W
Encl.

REFERRED TO
BY SECRETARY

Please make answer and apologize to Barnett
[illegible]

WILLIAM H KOOP
CHAIRMAN OF THE BOARD

JESSE S. PHILLIPS
PRESIDENT

PACIFIC DEPARTMENT

Great American
Indemnity Company
New York

DANIEL McPEAK
ALFRED W. HILLBACK
MANAGERS

241 SANSOME STREET
SAN FRANCISCO, CAL.
TELEPHONE DAVENPORT 3680

HARVEY WELLS INS...
413
FAILING
BUILDING
Portland, Oregon

1936

September 3rd 1936

BOND NO. 107587

State Highway Commission
State of Oregon
Salem, Oregon

CONTRACTOR
A. J. Anderson

OWNER OR OBLIGEE
State of Oregon

CONTRACT
for the construction of addition to Storage Building, Salem, Oregon, State Highway Job#1462
on Property east of the city limits of Salem and south of the Salem-Geer Road, Marion Co. Ore

This Company is surety in connection with the above-mentioned contract. For the completion of our files we need the information requested below, and will appreciate your kindness in answering the questions listed hereunder and returning this blank to us in the enclosed stamped addressed envelope.

Yours very truly,

Great American Indemnity Co.

Alfred W. Hillback
Manager.

Has work been completed and accepted? No **If so, please give date** -

Has final payment been made? No **If not, when will it be?** -

What was final total contract price, including extras, etc.? $ -

Have any liens been filed? No claims have been filed to date.

If work is not complete, please answer following questions:

Per cent completed to date? 98% **%. Probable date of completion?** Sept, 30, 1936

Amount of money paid under contract? $ 11,951.85 paid to date. Retained percentage is $972.30.

REMARKS:

This [illegible] is [illegible]
as the [illegible] of
the contract is only
$2890.00

016003

(Signed) H. B. Glaisyer
H. B. Glaisyer, Secretary.

#1759

21-23 [illegible]

February 5, 1936

Mr. H. B. Glaisyer

Office

Dear Sir:

Contract No. 1759 with A. J. Anderson for the construction of the addition to storage building No. 1462 at Salem was completed November 30, 1935.

Acceptance of this project and permission to pay the final estimate is hereby requested.

Very truly yours,

G. S. Paxson
Acting Bridge Engineer

By W A Reeves
W. A. Reeves
Office Engineer

DGD:CM

APPROVED BY HIGHWAY COMMISSION
DATE February 7, 1936
H B Glaisyer
Secretary

#1579

24-2302

January 27, 1936

Great American Indemnity Company,
Merrill D. Ohling, Agent,
275 State Street,
Salem, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 1759 for the construction of an addition to a storage building at the Salem, Highway Department Shops, has been completed by the contractor, A. J. Anderson, and that final settlement will be made by the State with said contractor for work done under said contract on or after February 6, 1936.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractor in connection with this contract will be $2,860.60 including the final payment.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

Dict. by J. McFarland.

24-2302

October 30, 1955

Mr. A. J. Anderson
446 Water Street
Salem, Oregon

My dear sir:

We are sending to you today by messenger a fully executed copy of Contract No. 1759, awarded to you on October 8, 1955, for the construction of a storage building east of the city limits of Salem, Marion County.

This copy is for your records and files.

Very truly yours,

Secretary

MBL

OCTOBER 11, 1935

Mr. A. J. Anderson,

Salem, Oregon.

Dear Sir:

This letter is to inform you that the State Highway Commission approved and accepted the bid submitted by you on October 8 for construction of an addition to storage building located at the State Highway Department Shops at Salem, your bid in the amount of $2,890.00 being the low bid submitted for that work.

This letter is your authority and our request to commence construction of this building immediately. Contract forms will be sent to you shortly for execution.

You are also requested to immediately notify the U. S. Reemployment Service of the approximate time work will begin, and the number and classification of laborers needed for such work.

Yours very truly,

STATE HIGHWAY COMMISSION

By

Secretary

HDG:D

CONTRACT#1760,

SEE:

CONTRACT#1754,

1760 [illegible] : Contract 175.

CONTRACT# 1761,

163-C Clear Lake-Clear Creek Sec. 1935

1761

163-C RECEIVED
DEC 1[illegible]
FOR FILING

# 1761

December 10, 1936

Aetna Casualty & Surety Company
Bates, Lively & Pearson, Agents
Yeon Building
Portland, Oregon

Gentlemen:

You are hereby notified that State Highway Contract No. 1761 for the construction of the Clear Lake-Clear Creek Section of the Wapinitia Highway in Wasco County has been completed by the Contractor, Fisher Bros., and that final settlement will be made by the State with said contractor for work done under this contract, on or after December 21, 1936.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied; and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information, we wish to advise that the total amount paid the above contractor in connection with this contract will be $119,805.25, including the final payment. Of this amount $152.81 was for force account.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

CE

FORM S-A-1 5M 7-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

RECEIVED
DEC 1 1936

December 1st, 1936

IN REPLY PLEASE
REFER TO FILE NO.

Mr. W. M. Lynch
District Engineer
Bureau of Public Roads
Portland, Oregon

NOTED
State Highway Engineer

Dear Sir:

You are asked to concur in the extension of time for Fisher Bros. on the Clear Lake-Clear Creek Section, Contract #1761, F.A.P. 165-C, extension of time to October 1st.

Fisher Bros. worked continuously from immediately after the award of the contract to the completion of their job during weather suitable for operations in this altitude. A very limited amount could be done in the fall of 1935 because of the necessity of maintaining the existing surface for winter travel, and there were very late snows during the spring of 1936, so that operations could not be resumed at the anticipated time.

However, the real reason for their inability to finish on time was the delays incidental to organizing the requisite number of shifts for continuous operation. This job was in the territory of The Dalles Reemployment Office, where men of this character are not immediately available, and considerable adjustment of the reemployment procedure had to be petitioned for before sufficient men could be obtained for the third shift. Had it been possible to organize this shift as soon as they realized its need, the project would have been completed within the time limit.

Very truly yours,

R. H. BALDOCK
STATE HIGHWAY ENGINEER

By
H. G. Smith
Construction Engineer

HGS:AR

cc to: R. H. Baldock ✓

FORM S-A-1 5M. 7-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

~~SALEM~~
XXXXXXXXXXXXXXXXXXX
Portland, Oregon

Nov. 27, 1936

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Attention: H. B. Glaisyer

NOTED
Chief Highway Engineer

Dear Sir:

You have received application from Fisher Bros., with consent of their surety, for extension of 30 days on their Clear Lake-Clear Creek contract, No. 1761.

The delay in completion of this job did not seriously inconvenience traffic and did not add materially to engineering costs, although there was some increase of engineering costs. During my time on this job, the contractors used every effort to complete on time and I recommend that the extension be granted without penalty.

The job was completed on September 30, 1936.

Very truly yours,

E. A. COLLIER
DIVISION ENGINEER

EAC:DP
CC R. H. Baldock

FORM 8-A-1 5M 7-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

~~SALEM~~
XXXXXXXXXXXXXXXXXXXX
Portland, Oregon
Nov. 24, 1936

IN REPLY PLEASE
REFER TO FILE NO.

1936

163-2

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Attention: S. H. Probert

NOTED
State Highway Engineer

Dear Sir:

We are returning to you today by express the part of the final records on the Clear Lake-Clear Creek job which were recently sent to us for rechecking of corrections made by your office. All corrections due to errors in calculations have been checked. There remains, however, a question of classification at Station 563+40 and at Station 565+98.

From Station 563+40 to Station 565+65, the classification "solid rock" is probably O.K., but there is nothing to proove that this is not Price Agreement No. 2 material.

At Station 565+98 the area classified as "solid rock" is an "abrupt" section. You have used this area as "common" between Station 565+90 and Station 565+98, whereas it probably should be Price Agreement No. 2. The "common" areas on both sides of this section would indicate that the classification P.A. No. 2 would be the most logical.

J. E. Folston, who was the transitman and rodman on this Section and who is the only available employee familiar with the work, is now working for Paul Van Scoy and I would suggest that you get in touch with him to clear up these two questions.

Very truly yours,

E. A. COLLIER
DIVISION ENGINEER

By

Wilbur [illegible]. Darby
Office Engineer

AD:DP
CC R. H. Baldock
J. W. McCallister

FORM 5-A-1 5M 6-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

163-e

Portland, Oregon
Nov. 24, 1936

IN REPLY PLEASE REFER TO FILE NO.

X

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

NOTED
State Highway Engineer

Attention: H. G. Smith

Dear Sir:

Under separate cover today I am sending you the following final construction records for Clear Lake-Clear Creek Section:

1. Hard copy map, Station 382 to Station 567.
2. Hard Copy map, scale 100', Station 543 to Station 727.
3. Construction profile tracing, Station 382+22.6 to Station 613+20.
4. Transit notes, prepared by E. M. Booth.

These were supposed to be finished up by Stewart or his crew at Government Camp, but I find on inspection that some additional work is required to put them in shape. Jim Folston, transitman, is working for Van Scoy and I suggest that he be requested to assist one of our regular draftsman in completing this data, as he is the only man we have who is familiar with it.

The following should be added:

On the construction profile, brackets showing distribution of grading quantities should be shown. These can be taken from the mass diagram, which was submitted with the Final Estimate on Oct. 22nd.
The title and Summary of Quantities should be placed on the profile.
It would be of assistance later if references or transit points could be placed on the profile.

The maps submitted are location maps and should be brought up to date for construction maps by showing drainage as constructed and erasing data no longer pertinent. The location map extends beyond the limits of the present contract. The field notes are Booth's location and apparently no separate construction transit notes were made. I understand the line was constructed exactly on the location.

Very truly yours,

F. A. COLLIER
DIVISION ENGINEER

FAC:DP
CC R. H. Baldock ✓

R. H. Baldock

163-

FINAL COST ANALYSIS
November 20, 1936

Wapinitia Highway, Clear Lake-Clear Creek Section
Contract 1761, Prefix 33-1104

Fisher Bros., Contractors
W. H. Stewart, Resident Engineer

Item	Cost	Quantity		Unit Cost	Unit Bid	Gross Earned
Clearing and Grubbing	$ 9,066.42	All				$ 8,000.00
Trench Excavation	238.60	280.7	Cu. Yd.	0.85	1.00	280.70
Common Excavation	9,696.32	44,074.2	Cu. Yd.	0.22	0.25	11,018.55
Solid Rock Excavation	5,538.47	12,307.7	Cu. Yd.	0.45	0.70	8,615.39
Overhaul	1,499.70	49,990.0	Yd. Sta.	0.03	0.02	999.80
Truck Haul	2,550.00	12,750.0	Yd. Mi.	0.20	0.15	1,912.50
Finishing Roadbed & Slopes	661.50	4.41	Mi.	150.00	200.00	882.00
Rounding Cutbanks	1,440.96	18,012	Lin. Ft.	0.08	0.12	2,161.44
18" Corr. Iron Pipe	1,081.20	560	" "	1.93	1.75	938.80
24" " " "	182.80	64	" "	2.86	3.00	192.00
30" " " "	320.08	88	" "	3.64	3.50	308.00
Salvaging Culvert Pipe	39.40	78	" "	0.50	0.30	23.40
Moving Stockpiled Materials	17.64	88.2	Cu. Yd.	0.20	0.40	35.28
Salvaging Surface Materials	327.00	654	" "	0.50	0.50	327.00
Hauling Salvaged Materials	1.20	8	Yd. Mi.	0.15	0.15	1.20
4½" - 2" Rock In Surfacing	38,162.25	29,478	Cu. Yd.	1.295	1.10	32,425.80
3/4" - ¼" " " "	6,415.43	4,954	" "	1.295	1.20	5,944.80
¼" - 0" " " "	3,981.64	3,077	" "	1.295	1.20	3,692.40
1¼" - 0" Rock In Shoulders	5,646.00	3,764	" "	1.50	1.40	5,269.60
Filler	27.00	108	" "	0.25	0.30	32.40
Hauling Filler	10.80	54	Yd. Mi.	0.20	0.15	8.10
Sprinkling	1,826.20	1,588	M-Gals.	1.15	1.50	2,382.00

Item	Cost	Quantity	Unit Cost	Unit Bid	Gross Earned
Placing Mineral Aggregates	$ 3,893.50	3,893.5 Cu. Yd.	1.00	1.00	$ 3,893.50
Crushing & Placing Min. Agg.	6,728.75	2,731.5 Cu. Yd.	2.46	2.70	7,375.05
Hauling Mineral Aggregates	758.32	4,739.5 Cu. Yd.	0.16	0.16	758.32
Asphalt in Place	14,778.00	492.6 Tons		30.00	14,778.00
2"-3/4" Rejects On Road	319.25	1,277.0 Cu. Yd.	0.25	0.25	319.25
Hauling 2"-3/4" Rej. On Road	45.60	304 Yd. Mi.	0.15	0.15	45.60
3/4"-½" Crushed Rock, Pile Measure	130.35	118.5 Cu. Yd.	1.10	1.20	142.20
½"-¼" " " " "	600.38	545.8 Cu. Yd.	1.10	1.20	654.96
Hauling " " " "	50.72	338.15 Yd. Mi.	0.15	0.15	50.72
¼" - 0" Rejects " "	258.23	1,032.9 Cu. Yd.	0.25	0.25	258.23
Hauling " " "	291.02	1,940.1 Yd. Mi.	0.15	0.15	291.02
Price Agreement #3	765.00	700 Lin. Ft.	1.09	1.20	840.00
" " #2	?	9,532.9 Cu. Yd.		0.50	4,766.45
Force Account	152.81				152.81
Cookhouse & Camp	7,800.95				5,819.41
	$ 125,303.49				$ 125,626.68

Gross Earned	$ 125,626.68
Total Cost	125,303.49
Net Profit	323.19

Net Profit Equals 0.3% of Gross Earned

Clear Lake-Clear Creek Section

DETAILS OF COST

Labor:

Supervision	$ 3,125.86	
Labor	36,310.07	
State Industrial A ccident Insurance	1,044.99	
State Unemployment Compensation	346.53	
		$ 40,827.45

Materials:

A sphalt	492.6 Tons at 19.68 (FOB Maupin)	9,695.66	
18" Corr. Iron Pipe	560 Lin. Ft. at 1.48	828.80	
18" " " " Bands	48 Each at 2.21	106.08	
24" " " "	64 Lin. Ft. at 2.33	149.12	
24" " " " "	4 Each at 2.76	11.04	
30" " " "	88 Lin. Ft. at 2.92	256.96	
30" " " " "	8 Each at 3.76	30.08	
12" Perferated Concrete	700 Lin. Ft. at 0.71	497.00	
			11,574.74

Equipment Rental, Supplies and Misc.:

Equipment Rental	22,511.95	
Gas, Oil & Grease	9,509.15	
Rented Equipment	8,352.50	
Rented Trucks	4,397.72	
Small Tools, Misc. Supplies & Repairs	3,632.53	
Powder for Clearing	1,353.33	
Powder for Quarry & Rock Cuts	3,695.62	
Cookhouse Supplies and Expenses	5,243.78	
Freight Moving In	733.07	
Crushing Plant Supplies	762.18	
Misc. Overhead Expense	513.23	
Public Liability Insurance	391.89	
Bond	1,197.42	
Babler Bros. Charge	10,606.95	
		72,901.30
TOTAL COST		$ 125,303.49

Contract 1761, Prefix 33-1104

REMARKS:

This contract was bid and awarded Oct. 8, 1935. It consisted of 4.37 miles of regrading, surfacing and bituminous macadam wearing surface. Work was started Oct. 18, 1935 and finished Sept. 19, 1936.

The clearing and grubbing areas were located on both sides of the old road, and this necessitated great care in the falling of trees and shooting of stumps. The work of clearing and grubbing 14 acres of heavy second growth timber was done in the fall of 1935. A 50 H.P. cat and a ½ cu. yd. shovel were used to log and pile the material preparatory to burning. About $1,300 worth of explosives were used to blast the stumps. A few stumps were pulled with the cat, but it was found that too much dirt adhered to insure successful burning. As the clearing area was strung over the entire length of the 4.37 miles, the cost of piling the logs and stumps was high.

The job was closed down Dec. 21,and remained down until Mar. 2, 1936. During March and April the work was concentrated on drilling and shooting the quarry. One large coyote hole was loaded with 4100# of explosives and a smaller one with 800#. At that time the contractors figured that with a good overbreak there would be enough broken material to fill the contract quantities and require very little reshooting. They based this assumption on their experience with the quarry on a former contract. It turned out, however, that two extra coyote holes were necessary and much drilling and shooting of boulders were required.

The weather remained so unsettled that the subgrade was too unstable for the placing of the surfacing material and consequently the crushing plant did not begin operating until June 22. The plant consisted of a 17" x 36" primary jaw crusher, a 36" secondary gyrasphere cone crusher, one triple deck and one single deck simplicity screens. The plant was powered with a 125 H.P. Buda diesel, and a 45 H.P. gas engine. The plant averaged approximately 45 cu. yds. per hour. The surfacing material was placed on the road with a Jaeger spreader box.

The wet ground conditions so hampered the excavation work that the contractor was only just able to keep this work ahead of the surfacing. A price agreement was entered into with the contractor to crush 9532.9 cu. yds. of solid material, located in a cut adjacent to his crushing plant. This quantity otherwise would have been paid for as solid excavation and then wasted.

The contractor made excellent progress when the weather permitted him to start his surfacing work. The job was bid too low to warrant much profit even under the most favorable of conditions. Babler Bros., sub-contractors, did the oiling and the placing of the mineral aggregates.

R. H. Clymer

By . . Henry Jullum

RECEIVED
NOV 16 1936
FOR FILING

163-C

November 14, 1936

Mr. E. A. Collier
Division Engineer
7729 S. E. Thirteenth Street
Portland, Oregon

Dear Sir:

On September 29 we advised you that the time limit on the Fisher Brothers' contract, No. 1761, Clear Lake-Clear Creek Section, in Wasco County, had expired on August 31.

We understand that this contract is now complete and in a short time it will be presented for final payment. However, such payment cannot be made until the time limit has been extended up to the actual date of completion and the contract has been accepted by the State Highway Commission.

Will you please take this matter up with the contractors and request that they submit their application for the extension of time so that it will not be necessary to hold up the payment of their final estimate. The application must be accompanied by the written consent of their surety on the bond.

Very truly yours,

Secretary

JM:MBL

Form 338—5M—5-36

163-C

ON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending October 31, 1936

Section Clear Lake - Clear Creek

Kind of work Grading, Surf. Bit. Mac.

Highway Wapinitia

Section prefix 33-1104

Contractor Fisher Bros.

Contract number 1761

Date of contract October 8, 1935

Date of completion August 31, 1936

Date work started October 18, 1935

Estimated date of completion Sept. 30, 1936

Amount of contract $119,742.00

Per cent of time elapsed All %

Estimated cost of completed project, exclusive of engineering $120,596.63

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date, $8180, 6.8 %

Date project was completed Sept. 30, 1936

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contract Completed.

We completed bench mark levels on the Clear Lake Clear Creek section, Frog Lake and the Faubion bridge. Also measured stock piles from Clear Lake to Timber Line school house on the Wapinitia Highway. We will have all office work completed on this project next week.

Signed W. H. Stewart

Address Government Camp, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

STATE PRINTING DEPT

	GRADING	SURFACING	INTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....,

Compressors ...., Bull Dozers ...., Sheet-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

FORM 5-A-1 5M 6-36
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE
H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM
XXXXXXXXXXXXXXXXXXXXX
Portland, Oregon
October 22, 1936

113

IN REPLY PLEASE REFER TO FILE NO.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Attention H. G. Smith

Dear Sir:

Under separate cover by express today, we are sending you the final records for contract #1761, grading and surfacing on the Clear Lake-Clear Creek section of the Wapinitia Highway, which was completed by Fisher Brothers on September 30th, 1936.

Attached hereto is a list of the material. You will note that Stewart has retained the transit notes, 400' detail map and construction profile until he has completed setting of right of way posts and run additional bench levels.

You will also find attached hereto letter of explanation for over runs and under runs.

Very truly yours,

E. A. COLLIER
DIVISION ENGINEER

EAC:LPT
Encl. 2
CC-R. H. Baldock
S. H. Probert

NOTED
State Highway Engineer

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY COMMISSION

~~SALEM~~
Portland, Oregon

IN REPLY PLEASE REFER TO FILE NO.

October 22, 1936

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Attention H. G. Smith

Dear Sir:

Over runs and under runs worked on the Clear Lake-Clear Creek section of the Wapinitia Highway, contract #1761, as follows:

Solid Rock Excavation shows an over run. 3,100 Cu. Yds. occurred between Sta. 561 and Sta. 567 not shown on the original plans, and the remaining 4,300 Cu. Yds. due to under classification.

Over Haul under ran due to re-balancing line.

Truck Haul over ran due to hauling 3,100 not shown on the original plans between Sta. 561 and 567 into the mile haul.

Rounding Cut Banks under ran. This item was too large in the original estimate. All banks were rounded on this project.

18" C.I.P. under ran 70' because the pipe at Sta. 564+50 was not necessary.

30" C.I.P. under ran because less pipe was required at Sta. 577 and no allowance was required.

Salvaging Culvert Pipe Less suitable pipe for salvaging was found than anticipated, causing under run.

Moving Stock Pile Material It was not necessary to move the amount shown on the estimate. This shows an under run of 1,711.8 yards.

Salvaging Surfacing Material Only 654 Cu. Yds. was salvaged and this amount was used for filler material on sub-base. The material contained too much clay to have a salvage value.

Hauling Salvaged Material Same explanation as for 'Salvaging Surfacing Material '

Stock Piling and Re-loading Salvaged Materials None of this item was used. Too much clay in surfacing.

3/4" to 1/4" Rock Surfacing An under run of this item was due to the shape of the 4 1/2" to 2" rock in surfacing. The rock was somewhat lamminated and did not require 25% of key rock.

1/4" to 0" Rock Surfacing Under run same reason as above.

Filler & Hauling under ran because only a small amount of filler was used. This was used to bind sub-grade materials.

Sprinkling An over run was occasioned by dry weather.

Placing Mineral Aggregates The stock piles contained more 2 1/2" to 1 1/4" than shown on the plans, causing over run.

Crushing and Placing Under run was due to over run of materials as shown in piles.

Hauling Mineral Aggregates This item shows an under run of 4,530.5. Evidently an error in original estimate.

Asphalt in Place This item shows over run because a single seal was placed of E-grade asphalt, instead of a double seal with cut-back asphalt. The specifications show 440 tons of E-grade and 50 tons of cut-back totaling 490 tons. No cut-back asphalt was used.

Yours very truly,

E. A. COLLIER
DIVISION ENGINEER

EAC:EPT
CC R. H. Baldock
2CC S. H. Probert

163-C

×

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

No. 8

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREGON

October 8, 1936

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Final inspection of Oregon FAP 163-C, Clear Lake-Bear Springs Section, Wapinitia Highway, Wasco County, was made by a representative of this office on September 21, 1936. Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L J Caufield
L. J. Caufield
Highway Engineer

#1761

163-e

September 29, 1936

Mr. E. A. Collier,
Division Engineer,
7729 S. E. 15th Avenue,
Portland, Oregon.

Dear Sir:

You are advised that the time limit on the Fisher Brothers Contract No. 1761, Clear Lake-Clear Creek Section in Wasco County, expired on August 31, 1936.

Will you kindly request the above contractors to make application for an extension of time on this contract and forward us your recommendations. The application must be accompanied by the written consent of the surety on the bond furnished in connection with the contract.

Very truly yours,

Secretary.

Dict. by J. McFarland.

FORM 2-A-1 10M 4-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

163-C

September 11, 1936.

IN REPLY PLEASE
REFER TO FILE NO.

Fisher Brothers,
Contractors,
Oregon City, Ore.

Dear Sir:

Reference is made to your letter attached to payroll No. 30, for the week ending August 8th, on the Clear Lake-Clear Creek Section of the Wapinitia Highway Contract No. 1761.

Your statement that a violation to exceed the working hours of 40 hours per week as contained in the Special Provisions, was approved by the National Reemployment Service and myself for a few days is partially correct.

For your information the approval of any change in the hours workmen may work in excess of the contract specifications is a serious consideration and has to be approved by the Bureau of Public Roads.

However on August 3rd, you explained to me and I investigated the conditions, that it would only be required to work one shovel runner not to exceed 6 days to move about 1000 cubic yards of excavation and that this was the only work for which you needed this extra time for a shovel runner. I agreed to explain this condition to the proper authorities and felt that under the conditions it would not be advisable to try and obtain a shovel runner for this short period.

In checking over your transcript of payrolls submitted for this job it is found that you are taking advantage of this condition as late as the payroll period ending August 29th, which is 4 weeks working time instead of one week as originally understood.

In view of this condition the practice of working men over 40 hours per week will be considered a serious violation of this contract and will be dealt with accordingly.

RW/H
CC to
R.H.Baldock ✓
H.G.Smith
E.A.Collier
W.H.Stewart
M.C.Wood

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

H. G. Smith,
Construction Engineer.

By Ray Webber
Ray Webber,
Labor Regulations Engineer.

163-C

#1761

X

September 10, 1936

Fisher Bros.
Oregon City
Oregon

Gentlemen:

You are advised that the time limit on your Contract No. 1761, Clear Lake - Clear Creek Section, Wapinitia Highway, expired on August 31. Please make application for the extension of the time limit on this contract. Your application must be accompanied by the consent of the surety on the bond furnished in connection with the contract.

Very truly yours,

Secretary

JH:MBL

cc - E A Collier

FORM 5-A-1 10M 4-33

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

X

T63-e

September 9th, 1936

IN REPLY PLEASE
REFER TO FILE NO.

Mr. E. A. Collier
Division Engineer
State Highway Dept.
7729 S. E. 13th Ave.
Portland, Oregon

Dear Sir:

Mr. Baldock advises that he has already discussed with Mr. Davis and has secured his permission to a single seal on the Clear Lake-Clear Creek Section of the Wapinitia Highway. You may, therefore, consider this your permission to use a single seal on that highway.

Very truly yours,

R. H. BALDOCK
STATE HIGHWAY ENGINEER

By

H. G. Smith
Construction Engineer

HGS:AR

cc to: R. H. Baldock

163-e

September 1, 1938

Mr. W. H. Lynch
District Engineer
Bureau of Public Roads
P. O. Box 3900
Portland, Oregon

Dear Sir:

Herewith copy of a report on the results of an experiment on the Fisher Brothers contract on the Clear Lake-Clear Creek Section of the Wapinitia Highway, which is self-explanatory.

Very truly yours,

State Highway Engineer

RHB:HI
Encl.

A11 10M 6-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

IN REPLY PLEASE
REFER TO FILE NO.

August
26th
1936

Mr. R. H. Baldock
State Highway Engineer
Department

Dear Sir:-

Following are the results of an experiment starting at 2:00 P.M. August 20, 1936 on Fisher Brothers contract #1761 for Major Betterment Reconstruction of the Clear Lake - Clear Creek Section of the Wapinitia Highway in Wasco County wherein the top course base surfacing consisting of 4½"-2" crushed rock compacted to a depth of 5", 18' in width; was locked in place or keyed with various asphaltic mixtures.

The westerly end of the section is station 384+50 (M.P. 07.28) and the easterly end station 389+50 (M.P. 07.37).

1. The first unit of the above section, stations 384+50 to 386+50, 200 feet in length and 18 feet in width contained 65.6 cubic yards of 4½"-2" base rock which is at the rate of 6350 cubic yards per mile, 10" thick, 33' average width, with exceptionally large voids, as many stones measured from 4-3/4" to 6-1/2" on two faces. This unit was keyed with 3/4"-1/4" asphalt coated (3% asphalt) chips, the first two-ton batch spread on the surface approximately one inch in depth loose and rolled with a six-ton roller, thus obtaining some compression on the materials entering the voids. The rolling was continued until the bare faces of the larger stones in the base were visible. A two-ton batch pulled 22 lineal feet, and the above mentioned portion of this unit appeared, when viewed the following day, to withstand the action of traffic very well, with no indication of raveling.

The same materials in keying the balance of this 200' unit, were spread in three courses by broadcasting the same over the surface, and allowing the particles to fall into the voids. This method obviously required more time and labor, and exactly the same tonnage of materials. When observed the following day, some raveling was in evidence due to the fact that the broadcasting method allowed all the finer particles to drop into the voids, with the surface consisting of stones practically one size or 5/8"-3/4" resulting in sufficient voids in the keystone at the surface to ravel and displace under traffic.

One half of this unit or 100 lineal feet, stations 385+50 to 386+50, was later covered with 1.6 tons of ¼"-0" materials coated with 4% asphalt which appeared the following day to prevent, under traffic the displacement of the keystone. A total of 15 cubic yards or 18 tons were used in this unit to key the 65.6 cubic yards of base, compared with the contractors method wherein 21.6 cubic yards total of keystone and screenings are being used with water.

2. The second unit, 88 lineal feet, 18' wide, stations 386+50 to 387+38, was keyed with ½"-¼" asphalt coated chips (3% asphalt) dumped upon the surface and raked out by hand rakers. Sufficient materials were used to completely fill all voids and in so doing the tonnage exceeded the 3/4" chips by 3%.

This unit, when observed the following day after being exposed to traffic for 14 hours, appeared the same as when completed, no damage, raveling, or loosening of the base rock.

3. The third and last unit constructed, 200 lineal feet in length, stations 387+38 to 389+38, was keyed with asphaltic concrete class "B" mix, 3/4" maximum aggregate, spread approximately one inch in depth loose and rolled with a six and twelve-ton roller until the base rock appeared a uniform mosiac surface. Only a very small portion of this unit was completed on August 20, (about 50 lineal feet) the balance finished August 21, therefore its action under traffic is not certain, although the short 50 feet did not displace, ravel, or become separated in any manner.

It is the writer's opinion that either the ½"-¼" asphalt coated chips, using not less than 3% asphalt, or our standard class "B" asphaltic concrete containing 7% asphalt spread by machine or hand are practical and feasible in keying and locking surfacing materials graded as on this project, if the cost is justified.

A comparison of costs by mile for a section typical with this project under construction by Fisher Brothers is herewith attached.

Before concluding the experiment, the services of the Government Camp Section Crew were obtained to assist on a short section 21 feet in length, 18 feet wide, stations 396+50 to 396+71 which the contractor rolled and keyed the top course base surfacing as usual. After sufficient rolling, all excess keystone was broomed from the surface and an attempt was made to penetrate this mat with "Bitumuls" at rates varying from 0.5 to 1.5 gallons per square yard. Each square yard of surfacing contained .16 cubic yards of 4½"-2" base and .03 cubic yards of keystone or approximately .20 cubic yards per square yard total. Assuming that only the upper 1/3 of this 5" mat is penetrated with an application of 1.5 gallons of bitumuls per square yard (which I think absolutely necessary to hold the same under traffic) the ratio would be 12 gallons of asphalt (55% of bitumuls) to the cubic yard. Therefore, as observed, the minimum requirements for the type of rock used on this project would be 1.5 gallons per square yard per 5" course of surfacing.

When the base rock was covered with keystone and rolled, many particles resting upon the top faces of the base rock were crushed (approximately 75%) which created dust, dirt and clay. After sufficient rolling it was necessary to broom the excess keystone from the surface, and in so doing the dust and clay and earth particles sifted into the keystone voids, practically filling them, hence the difficulty in obtaining the desired penetration.

The use of bitumuls with the materials encountered and in use on this project, could not seriously be considered.

Very truly yours,

W. W. Stiffler

W. W. Stiffler
Assistant Maintenance Engineer

WWS:AC
encl.

cc H. G. Smith
J. N. Bishop
S. H. Probert

Comparative Cost of Various Materials
Used to Key the 4½"-2" Base Surfacing
on the Clear Lake - Clear Creek Section

Contract #1761

Wapinitia Highway

Type of Materials	Unit	Quantities Per Mile	Unit Cost		Cost Per Mile
3/4"-1/4" Keystone	cu.yds.	1310	1.20		(
¼"-0" Screenings	cu.yds.	855	1.20		($3010.00
Water	M	274	1.50		(
3/4"-1/2" Asphalt coated chips-3% asphalt	Ton	1742	6.00		10452.00
½"-¼" Asphalt coated chips-3% asphalt	Ton	1800	6.00		10800.00
Class "B" Asphaltic Concrete	Ton	2010	6.00		12060.00
Bitumuls	Ton	225	34.00	$7650)	9170.00
Keystone	cu.yds.	1100	1.20	1320)	
Screenings	cu.yds.	160	1.20	200)	

CC R. H. Baldock

[illegible]

COMMISSIONERS

HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

~~SALEM~~
Portland, Oregon

IN REPLY PLEASE
REFER TO FILE NO.

Aug. 29, 1936

Mr. W. H. Stewart, Resident Engineer
State Highway Department
Government Camp, Oregon

Dear Sir:

Mr. Baldock advises that he has given permission to Babler Bros. to place the B-12 modified surface on the Clear Lake-Clear Creek Section of the Wapinitia Highway in accordance with our latest specifications of details which include one seal only.

Mr. Baldock believes this is a better specification for us and will eliminate the possibility of water getting into the bituminous macadam from rain which might occur between the first and second seals.

The Table of Details for Type B-12 Modified will be as follows:

1. General Details:

Thickness of Wearing Surface	2-3/4 inches
Number of Courses, exclusive of Seal	1
Kind of Bituminous Cement	Asphalt

2. Rates of Applying Materials:

A. Main Course:

2½" - 1½" Rock	0.070 cu. yds. per sq. yd.
Bituminous Cement	1.45 gal. " " "
3/4" - ½" Rock	0.018 Cu. yds. " " "
½" - ¼" Screenings	.004 " " " " "

B. Seal Coat:

Bituminous Cement	0.45 gal. per sq. yd.
½" - ¼" Screenings	.008 cu. yds. per sq. yd.
¼" - 0" Screenings	.004 " " " " "

3. Total Quantities:

Bituminous Cement	1.90 gal. per sq. yd.
Aggregates	0.104 cu. yds. per sq. yd.

Bituminous Cement:

The bituminous cement shall be asphalt meeting the requirements stated in Section 44 of the standard specification form.

Very truly yours,

E. A. COLLIER
DIVISION ENGINEER

EAC:DP
CC R. H. Baldock

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. SOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM, OREGON

OREGON STATE HIGHWAY COMMISSION

~~SALEM~~
Portland, Oregon

Aug. 24, 1936

IN REPLY PLEASE
REFER TO FILE NO.

H 3-

RECEIVED
AUG 25 1936

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Attention: H. G. Smith

Dear Sir:

Progress on the Clear Lake-Clear Creek Contract, No. 1761, on the Wapinitia Highway indicates that all of the crushed rock macadam will be placed about September 15th.

The contractor, as you know, put on a third shift and since that date has averaged 700 yards for each calendar day. For the last month, prior to that date, he averaged 500 yards per day. He plans to start oiling the latter part of this week and should finish the oiling within a few days after completion of the crushed rock macadam.

Very truly yours,

E. A. COLLIER
DIVISION ENGINEER

EAC:DP
CC R. H. Baldock

FORM 6-A-1 5M 6-34

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

~~SALEM~~
Portland, Oregon

163-C

Aug. 21, 1936

RECEIVED
AUG 22 1936
OREGON
HIGHWAY COMMISSION

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Attention: H. G. Smith

Dear Sir:

Your letter of August 19th received, asking me to secure Contractor Fisher's permission for the Maintenance Department to make an experiment on the Clear Lake-Clear Creek surfacing project.

Yesterday Korber's paving plant mixed the coated screenings and placed them at the west end of the project on the south half of the road for about 900 feet, and this morning will place some fine asphaltic mix on the same side and immediately to the east.

When Contractor Fisher was watching the experiment yesterday I asked him if it was interfering with his work or causing him any additional expense, to which he replied that it was not.

Very truly yours,

E. A. COLLIER
DIVISION ENGINEER

EAC:DP
CC R. H. Baldock

FORM 2-A-1 8M 6-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

163-e

OREGON STATE HIGHWAY COMMISSION

SALEM

August 19th, 1936

IN REPLY PLEASE
REFER TO FILE NO.

Mr. E. A. Collier
Division Engineer
State Highway Dept.
7729 S. E. 13th Ave.
Portland, Oregon

Dear Sir:

The maintenance department will undertake an experiment on the Clear Lake-Clear Creek Section of the Wapinitia Highway to determine the advantages of keying the base rock with asphaltic coated screenings or with a fine asphaltic mix. This is following the practice used to some extent in Germany.

Please secure the contractors' permission to do this work. I do not believe it will interfere with their operations to any extent or cause any extra expense to them. You may secure further details and the time of carrying on the experiment from Mr. Stiffler.

Very truly yours,

R. H. BALDOCK
STATE HIGHWAY ENGINEER

By

H. G. Smith
Construction Engineer

HGS:AR

cc to: R. H. Baldock ✓
W. H. Stewart

163-C

+

February 15, 1936

Mr. R. H. Baldock
State Highway Engineer
Office

Dear Sir:

The State Highway Commission had under consideration at its last meeting the claim of Fisher Bros., arising out of their Clear Lake-Clear Creek rock removal project on the Wapinitia Highway.

The Commission approved the settlement of this claim in the best possible manner and referred the matter to you to negotiate the best arrangement. The question arose whether or not federal money should be used to finance the extra work. The Commission authorized the payment of the claim with state money in the event that federal moneys cannot be used.

Very truly yours,

Secretary

HBG:MHL

cc - H G Smith
F D Mason

Mr. Jason 2/27/36

Some time ago I loaned you the Fisher Bros letter so you could make a copy of it. I wonder are you through with it?

Herb Glang

RECEIVED
FEB [illegible] 1936
OFFICE OF
DIVISION ENGINEER
DIVISION NO. 1

2-21-36

REFERRED TO
Mr. Glaisyer
By State Highway Engineer

Present this letter
at Com. meeting.
Have a set of the
plans with it.

Oregon City, Oregon
January 27, 1936

ay Commission

erence to our contract No. 1761 for 4.37 miles of
sing and bituminous macadam on the Clear Lake-Clear
he Wapinitia Highway in Wasco County, it appears
eloped a misunderstanding with reference to the
k from the roadbed prism in the quarry site between
68. Examination discloses that the quantities for
oadbed prism appearing on the profile indicate
tracted from the excavation quantities in the road-
ately 12,000 cubic yards in place, which, it now
ded to be used for crushing stone of the requisite
the contract. Likewise it is apparent that these
quantities have been omitted from the excavation quantities as shown
in the bid tabulations.

It is now evident that the State desired that the quantities within the roadbed prism through the quarry site up to an amount of at least 12,000 cubic yards should be removed as a part of the crushing operation and the payment for said removal should be made on the prices bid for Items Nos. 17-20, inclusive.

We had no means of knowing that such a plan was contemplated, and we figured our bid with the intention of crushing from the back part of the quarry without using the material within the roadbed prism for this purpose. It is our opinion that there is considerable difference in the cost of the removal of materials from the roadbed prism as there is a boulder formation in that part of the quarry. At least it is our opinion that the rock would break to a larger size and be more difficult to crush.

If the State desires us to take the rock from the roadbed prism, we are willing to excavate such materials as the engineers may direct within the roadbed prism along the quarry site between said Stations 561 and 568, provided that for all materials taken from the roadbed prism between the above stations and crushed and incorporated in the surfacing and bituminous macadam or placed in stock piles, we are to receive an additional price of 50 cents per cubic yard for all rock so taken and so used, measurement to be measurement in original position prior to excavation. This is with the understanding that no further payment for this excavation, as roadbed excavation, is to be received. The pay item for this excavation shall be known as "Rock Excavation, Class B."

Oregon City, Oregon
January 27, 1936

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

With reference to our contract No. 1761 for 4.37 miles of regrading, resurfacing and bituminous macadam on the Clear Lake-Clear Creek Section of the Wapinitia Highway in Wasco County, it appears that there has developed a misunderstanding with reference to the removal of the rock from the roadbed prism in the quarry site between Stations 561 and 568. Examination discloses that the quantities for removal from the roadbed prism appearing on the profile indicate there has been subtracted from the excavation quantities in the roadbed prism approximately 12,000 cubic yards in place, which, it now appears, was intended to be used for crushing stone of the requisite sizes appearing in the contract. Likewise it is apparent that these quantities have been omitted from the excavation quantities as shown in the bid tabulations.

It is now evident that the State desired that the quantities within the roadbed prism through the quarry site up to an amount of at least 12,000 cubic yards should be removed as a part of the crushing operation and the payment for said removal should be made on the prices bid for Items Nos. 17-20, inclusive.

We had no means of knowing that such a plan was contemplated, and we figured our bid with the intention of crushing from the back part of the quarry without using the material within the roadbed prism for this purpose. It is our opinion that there is considerable difference in the cost of the removal of materials from the roadbed prism as there is a boulder formation in that part of the quarry. At least it is our opinion that the rock would break to a larger size and be more difficult to crush.

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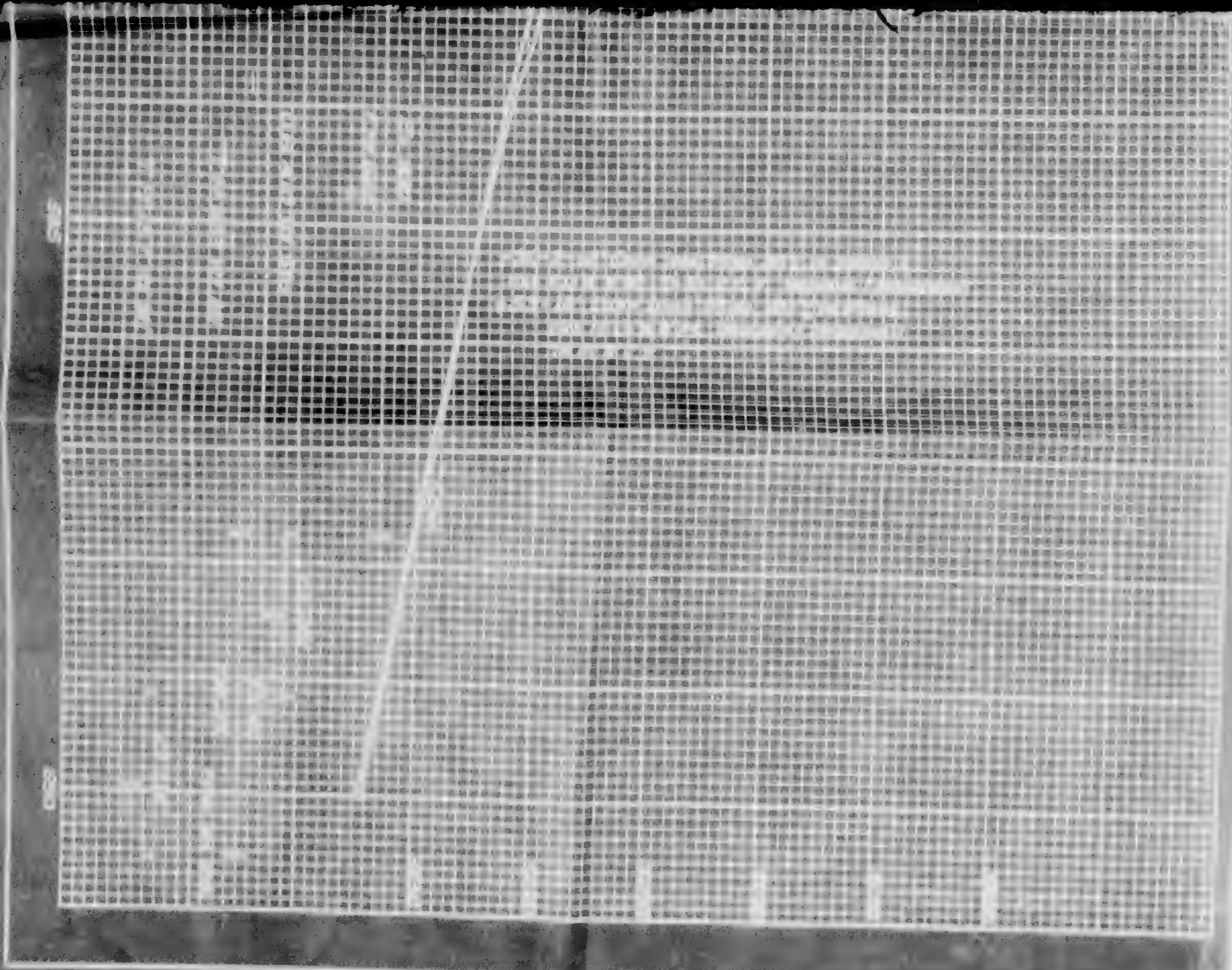
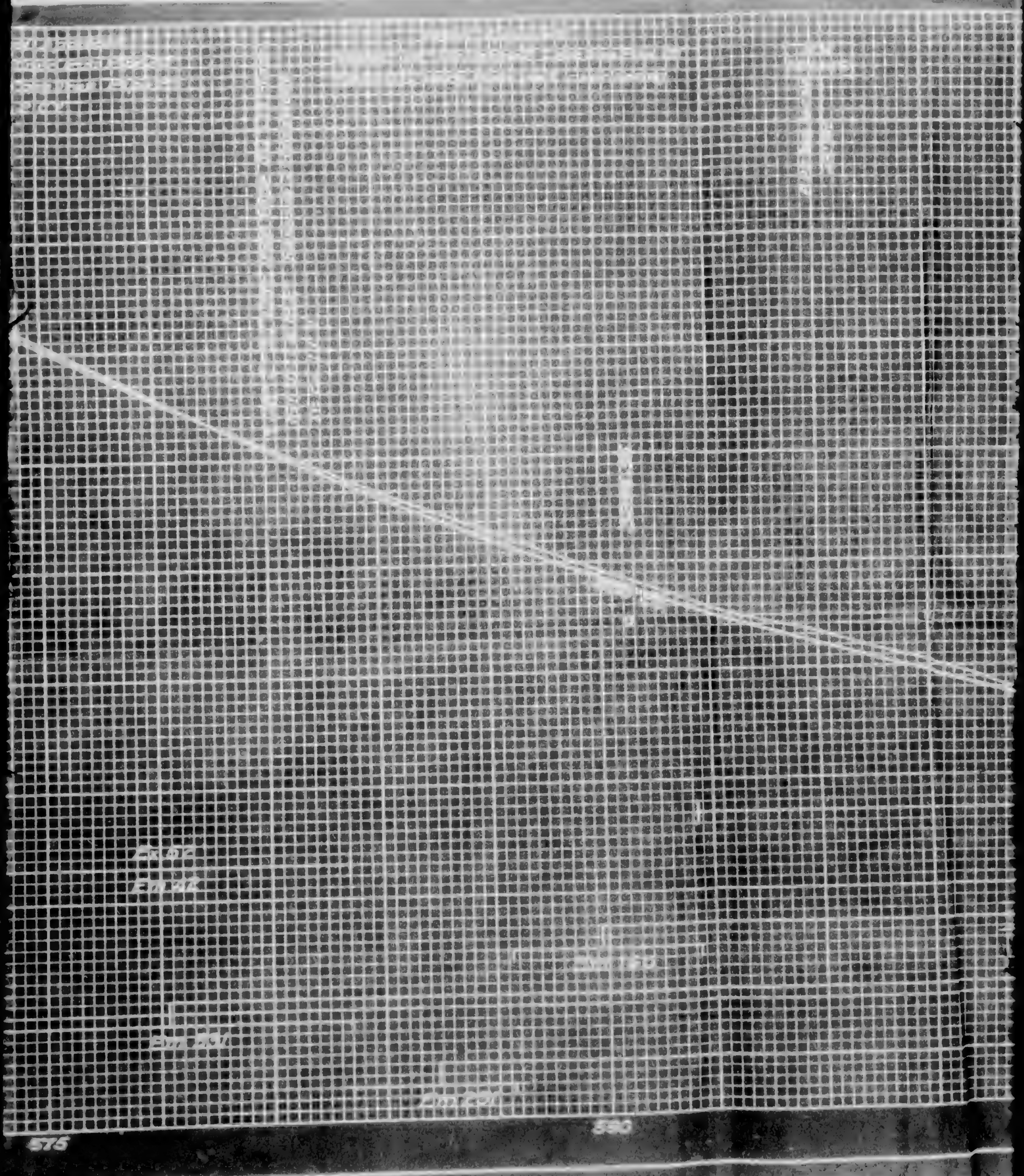
"Rock Excavation, Class B" shall include all rock materials excavated from within the roadbed prism between Stations 561 and 568 and crushed for incorporation in the work. All other solid rock excavation shall be as specified in the contract and paid for under Item No. 4. It is also understood and agreed that in addition to the payment of 50 cents per cubic yard for removal from the roadbed prism, we are to receive our bid prices for crushing and placing the materials under Items Nos. 17-20, inclusive.

Very truly yours,

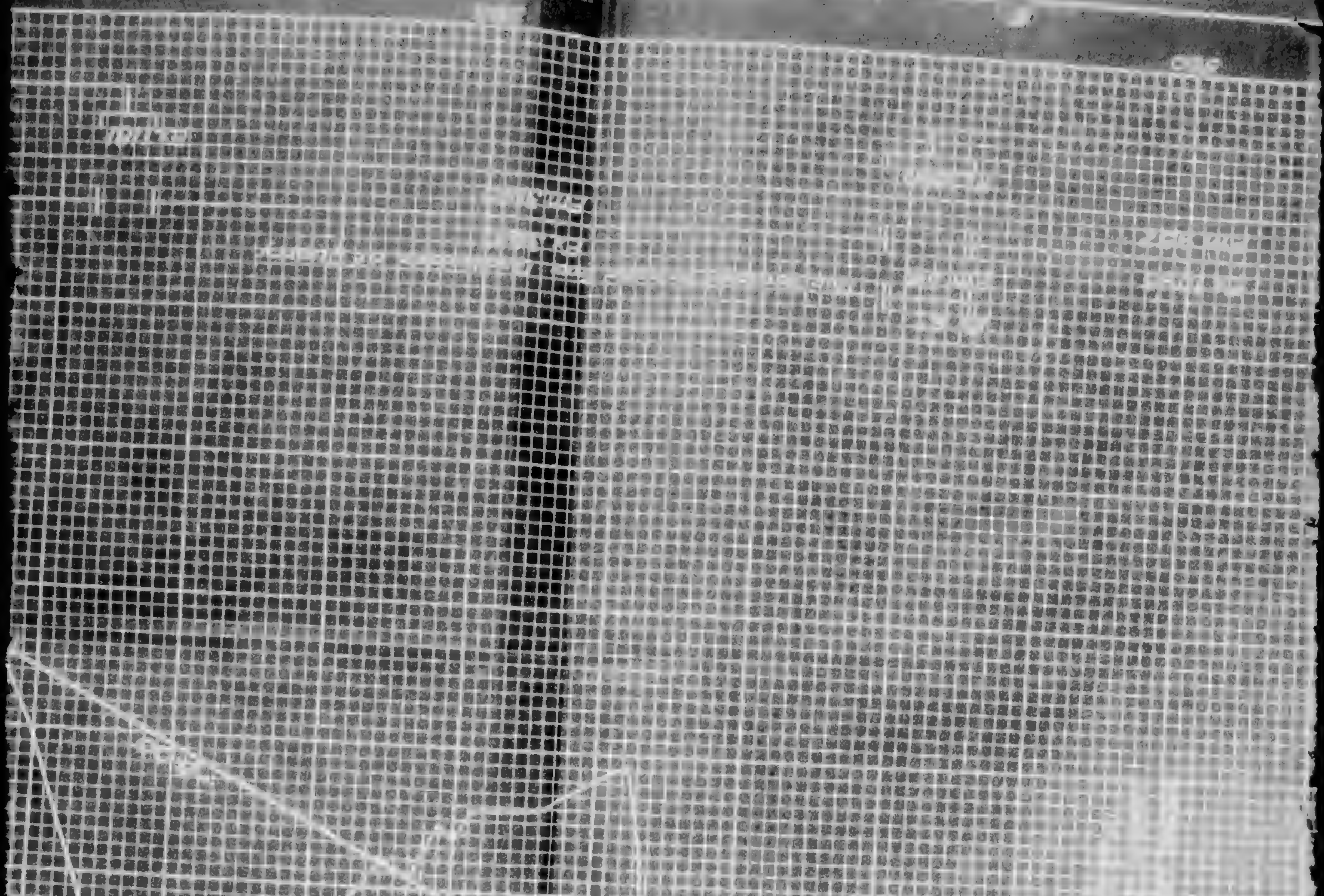
FISHER BROS.

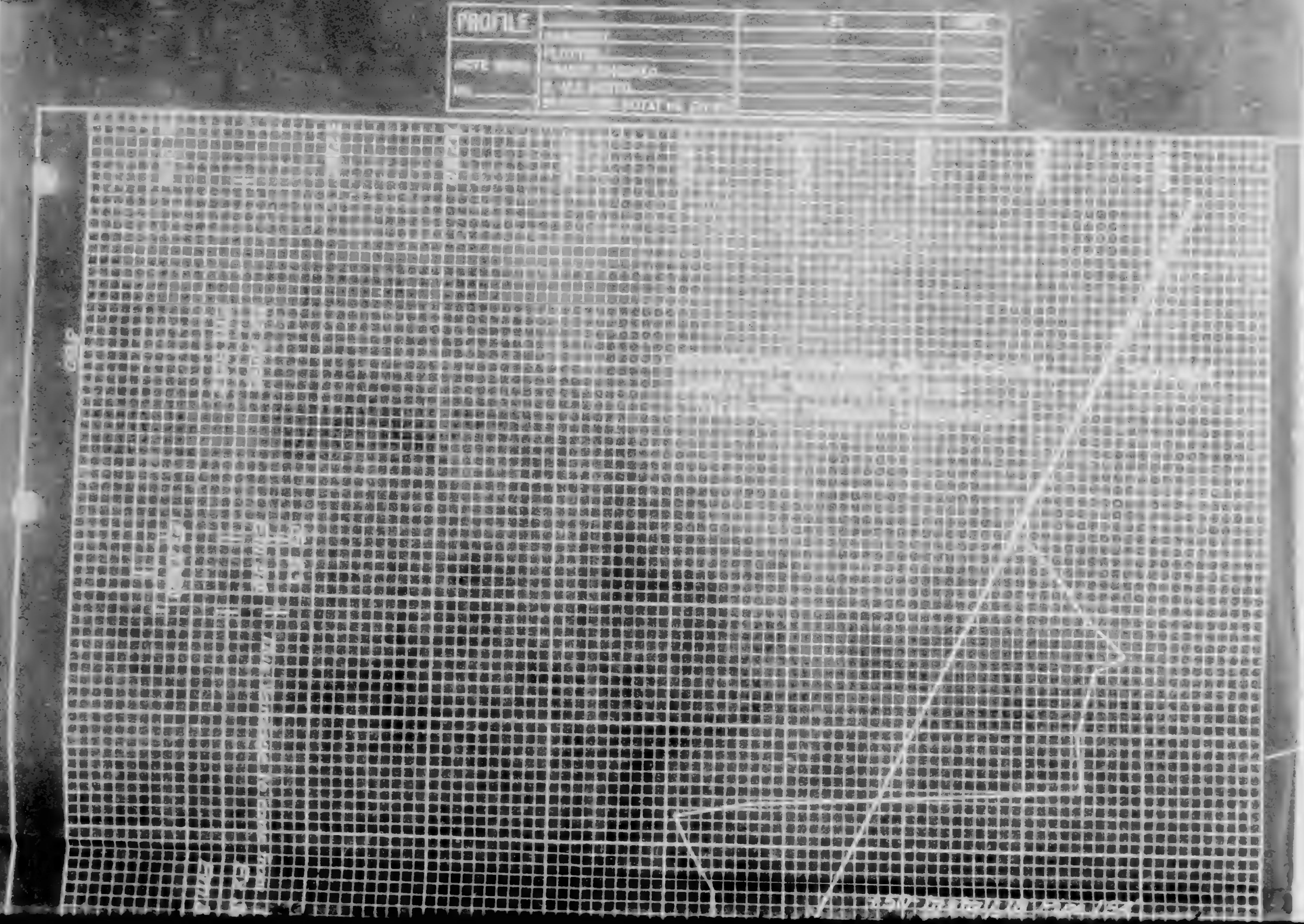
By Ervin O. Fisher





[illegible]-PROFILE PLATE 1




PROFILE

163-C

July 10, 1936

General Motors Acceptance Corporation,
921 S. W. Washington St.,
Portland, Oregon.

Attention: C. E. Sitkes

Gentlemen:

Receipt is acknowledged of your letter of July 9th concerning Fisher Bros., contractors.

You are advised that the above firm have one contract with the State Highway Commission at the present time. This project is in Wasco County and is known as the Clear Lake-Clear Creek Section of the Wapinitia Highway, consisting of 4.37 miles of surfacing and bituminous macadam, our No. 1761. We have no knowledge of any contracts in southern Oregon which are being carried on by this firm.

Very truly yours,
STATE HIGHWAY COMMISSION
By
Secretary.

Dict. by J. McFarland.

GENERAL MOTORS
ACCEPTANCE CORPORATION
921 S. W. WASHINGTON STREET
PORTLAND, OREGON

BRANCHES THROUGHOUT
THE WORLD

EXECUTIVE OFFICES
NEW YORK

July 9, 1936

RECEIVED
JUL 10 1936
OREGON
[illegible]

State HiWay Engineer
Salem, Oregon

Dear Sir:

The Fisher Bros. Construction Co. is working on several road projects for you in Southern Oregon. Kindly advise us the names of the projects and the location of each. Your cooperation will be appreciated.

Very truly yours,

C E Sikes

C.E. SIKES:MR

Credit Department.

REFERRED TO
JM
BY

please prepare answer for me
#83

163-e

June 17, 1936

JUN 23 1936

COST ANALYSIS TO JUNE 15, 1936

Wapinitia Highway, Clear Lake-Clear Creek
Grading, Surfacing & Bituminous Macadam
Contract 1761, Prefix 33-1104

Fisher Bros., Contractors
W. H. Stewart, Resident Engineer

ITEM	Cost	Quantity	Unit Cost	Unit Bid	Gross Revenue
Clearing & Grubbing	$ 9,066.42	98%			$ 7,840.00
Trench Excavation	159.04	198.8 Cu. Yds.	0.80	1.00	198.80
Common Excavation	4,843.00	23,300 Cu. Yd.	0.21	0.25	5,825.00
Solid Rock Excavation	4,623.17	10,380 Cu. Yd.	0.45	0.70	7,266.00
Overhaul	1,041.00	34,700 Yd. Sta.	0.03	0.02	694.00
Truck Haul	1,398.00	6,990 Yd. Mi.	0.20	0.15	1,048.50
Rounding Cutbanks	184.00	2,300 Lin. Ft.	0.08	0.12	276.00
18" Corr. Iron Pipe	717.78	406 Lin. Ft.	1.77	1.73	702.38
24" " " "	129.76	48 Lin. Ft.	2.70	3.00	144.00
30" " " "	320.08	88 Lin. Ft.	3.64	3.50	308.00
Salvaging Culvert Pipe	17.40	58 Lin. Ft.	0.30	0.30	17.40
Moving Stockpiled Materials	10.00	50 Cu. Yd.	0.20	0.40	20.00
Salvaging Surf. Materials	27.00	90 Cu. Yd.	0.30	0.50	45.00
Filler	25.00	100 Cu. Yd.	0.25	0.30	30.00
Hauling Filler	10.00	50 Yd. Mi.	0.20	0.15	7.50
Mess House & Lodging	2,964.55				2,259.32
	$ 25,536.20				$ 26,681.90

Gross Revenue	$ 26,681.90
Total Cost	25,536.20
Net Profit	$ 1,095.70

Net Profit Equals 4% of Gross Revenue

Contract 1761, Prefix 33-1104

DETAILS OF COST

Labor:

Supervision		$ 1,283.50	
Labor		10,699.36	
State Industrial Accident Insurance		359.15	
			$ 12,342.01

Materials:

18" Corr. Iron Pipe	406 ft. at 1.33	539.98	
18" " " " Bands	28 ea. at 2.00	56.00	
24" " " "	48 ft. at 2.10	100.80	
24" " " " "	2 ea. at 2.48	4.96	
30" " " "	88 ft. at 2.63	231.44	
30" " " " "	8 each at 3^{38}	27.04	
			960.22

Equipment Rental, Supplies & Miscellaneous:

Equipment Rental	6,281.00	
Gas, Oil & Grease	1,492.45	
Team Rent & Feed Supplies on Clearing	71.12	
Explosives for Clearing	1,235.00	
Explosives for Solid Excavation	600.00	
Lumber & Supplies for Camp (20%)	108.76	
Freight & Cartage (40%)	303.07	
Small Tools & Miscellaneous Supplies	359.16	
Miscellaneous Expense	162.72	
Cookhouse Supplies	1,426.47	
Bond	244.22	
		12,283.97

Total Cost . . . . $ 25,586.20

Contract 1761, Prefix 33-1104

REMARKS:

This contract was bid and awarded Oct. 3, 1935. It consists of 4.37 miles of regrading, surfacing and bituminous macadam wearing surface. Work was started Oct. 18, and up to June 15, 1936, 20% of the job had been finished.

The clearing and grubbing areas were located on both sides of the present road and this necessitated great care in the falling of trees and shooting of stumps. The work of clearing and grubbing 14 acres of heavy second growth timber was done in the fall of 1935. A 50 h.p. cat and ½ cu. yd. shovel were used to log and pile the material preparatory to burning. About $1,200 worth of explosives were used to blast the stumps. A few stumps were pulled with a cat, but it was found that [illegible] successful burning. As the clearing area was strung out over the entire length of 4.37 miles, the cost of piling the logs and stumps was high.

The job was closed down Dec. 21, and remained down until Mar. 7, 1936. During March and April the work was concentrated on drilling and shooting quarry. One large coyote hole was loaded with [illegible] pounds of explosives and a smaller one loaded with [illegible] pounds. The material broke well and only a small quantity will require [illegible]. There should be enough broken material to [illegible]. The crushing plant has been erected and tested and is expected to [illegible] yards per hour. [illegible] surfacing work and therefore, crushing has not been started.

Two shovels, 1¼ and ½ cu. yd. and a bulldozer have been used on excavation. The work has been [illegible].

[illegible]

[illegible]

FORM 2-A-1 5M 2-35

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

163-C

May 19th, 1936

IN REPLY PLEASE
REFER TO FILE NO.

~~Mr. W. H. Stewart~~
~~Resident Engineer~~
~~State Highway Dept.~~
~~Government Camp, Oregon~~

NOTED
State Highway Engineer

Dear Sir:

For your information, I am enclosing a letter written by Mr. McBain, N.R.S. Manager at The Dalles, to Mr. Lintner, State Director, N.R.S., in regard to complaints on the Clear Lake-Clear Creek Section of the Wapinitia Highway contract No. 1761.

Please see that no action is taken in regard to hiring men under the 48 hour specification unless 48 hours have expired since requests have been received by the Employment Service, as is stated in the specifications.

I would further advise that the contractor be notified to be sure to get his requests for labor to the employment service in writing as a verbal order is not sufficient to warrant sending men this distance. The specifications in this matter do not state that requests be made in writing, but I feel that this procedure is necessary to determine the time element under the specification "submission of lists by the N.R.S."

Very truly yours,

R. H. BALDOCK
STATE HIGHWAY ENGINEER

By

H. G. Smith
Construction Engineer

cc to: R. H. Baldock ✓
W. E. Chandler
Ray Webber

C
O
P
Y

NATIONAL REEMPLOYMENT SERVICE

109 West Second Street
The Dalles, Oregon
May 14, 1936

Mr. Guy V. Lintner
State Director, N.R.S.
204 Old Post Office Bldg.
Portland, Oregon

Re: Fisher Bros.

Dear Mr. Lintner:

We do not understand why there should be any complaint from Fisher Bros. on their F.A. 163-C Project on the Wapinitia Highway. We have been able to fill all the requisitions to date. We have supplied the Contractor with labor lists whenever he has requested them, however, we have not given him a large list of all classes of labor but have confined out lists to such classes of labor that he requisitions from time to time.

This morning we received a requisition not dated which requested that we supply workers for May 13th--one day before the requisition was received. We have sent a number of workers in response to this requisition to report today, and we are ordering one shovel operator from Portland to report as soon as possible.

We have found that it is not advisable to supply workers to a contractor unless we have a written order on hand. We have held Fisher Bros. to this procedure and perhaps it may be their reason for thinking we take too much time to get men to them. As far as labor is concerned, we have plenty of workers, particularly common labor, that are anxious to go up there.

Yours very truly,

/s/ D. L. McBain
District Manager

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREGON

Stencil No. 124

IN YOUR REPLY PLEASE REFER TO FILE NO. Oregon 163-C

March 20, 1936.

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the modified project agreement and certificate for the above numbered project.

Very truly yours,

W. H. LYNCH
District Engineer

By L J Caufield
L. J. Caufield
Highway Engineer

Encls.

Jen

Oregon Federal Aid Project
No. 163, Section C.

Agr. 10209

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on July 30, 1931, by the State Highway Commission of Oregon, and on October 28, 1931, by the Acting Secretary of Agriculture, the said parties entered into an agreement for the improvement of that certain road described therein and designated as Oregon Emergency Federal Aid Project No. 163, Section C, now designated Oregon Federal Aid Project No. 163, Section C; and

WHEREAS, the plans and specifications previously approved for said Section C provided for the construction of 12.042 miles of road surfaced with bituminous-treated gravel, in Wasco County, for which the estimate approved was $99,911.35, and $60,978.86 Federal funds were set aside to the credit of said Section C; and

WHEREAS, the construction of said Section C in accordance with the plans and specifications previously approved has been completed, finally inspected, and accepted, at a total cost of $10,841.11, and voucher in the sum of $4,121.21 has been passed for payment as the share of the Federal Government on said Section C; and

WHEREAS, the said State Highway Commission of Oregon now requests a reopening of said Section C and a revision of the plans, specifications and estimate approved therefor to provide for the reconstruction of that portion between survey stations 384+50 and

613+20 with minor revisions in alignment, thereby decreasing the length of the project from 12.042 miles to 12.012 miles; to provide for widening the roadway, for an increase in thickness of the gravel base, and for the construction of a bituminous macadam surface on the total length of the reopened section, at an estimated cost of $129,597.60; and by reason thereof has requested that the estimate of cost approved for said Section C be increased from the previous actual cost of $10,841.11 to $140,438.71, and that the Federal funds approved and set aside to the credit of said Section C be increased from the previous actual payment of $4,121.21 to $83,175.74:

NOW, THEREFORE, It is hereby mutually agreed by and between the said State Highway Commission of Oregon and the Secretary of Agriculture, that the plans, specifications and estimate approved for said Section C be revised in the manner above indicated, and that the said project agreement be amended as follows:

The third "Whereas" paragraph shall read:

> "Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications and estimate and the sum of eighty-three thousand, one hundred seventy-five and 74/100 dollars ($83,175.74) as the share of the United States payable under said act on account of Section C of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:"

Article II shall read:

> "Article II. This agreement covers the following road as described in detail in said surveys, plans and specifications:

> "Between survey station 384+50 in the SE 1/4 Sec. 29, T. 4 S., R. 9 E., W.M., and survey station 681+78.5 in Sec. 26, T. 5 S., R. 10 E., W.M., at the west end of Section B of said project (excepting therefrom the bridge across Clear Creek between survey stations 255+35 and 255+95), length 12.012 miles, in Wasco County, being Section C of Oregon Federal Aid Project No. 163, consisting of 12.012 miles of roadway and no bridges of more than 20 feet clear span, known locally as the Clear Lake - Bear Springs Section of the Wapinitia Highway, between Government Camp and a point on the Federal Aid Highway near Maupin."

Article IV shall read:

> "Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section C of said project shall not in any event exceed the sum of eighty-three thousand, one hundred seventy-five and 74/100 dollars ($83,175.74), certified to the Secretary of the Treasury as above mentioned,, which does not exceed the authorized Federal pro rata share of one hundred forty thousand, four hundred thirty-eight and 71/100 dollars ($140,438.71), the approved total estimated cost of Section C of said project."

Except as herein specifically modified the said project agreement shall remain in full force and effect.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for Project No. 112.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, the State Highway Commission of Oregon on the

30th day of November, 1935, and the Secretary of Agriculture on the 28 day of February, 1936.

ORREGON STATE HIGHWAY COMMISSION

By Henry F. Cabell
Chairman, State Highway Commission

By
Member, State Highway Commission

By F L Tou Velle
Member, State Highway Commission.

Secretary of Agriculture,

By
Acting Chief, Bureau of Public Roads.

Oregon Federal Aid Project
No. 163, Section C.

R H BALDOCK

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as Project No. 163-C, State of Oregon.

SECOND. That in accordance with said provisions I have approved the sum of $ 140,420.71 in lieu of the previous actual payment of $4,121.21, as the total estimated cost of said project, and the sum of $ 83,172.74 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this 25 day of February one thousand nine hundred and thirty-third

Secretary of Agriculture,

By
Acting Chief, Bureau of Public Roads.

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF WM. E. CHANDLER, DIVISION ENGINEER
SALEM

163-C

March 14, 1936.

IN REPLY PLEASE REFER TO FILE NO.
33-1104

Mr. R. H. Baldock,
State Highway Engineer,
Office.

NOTED
State Highway Engineer

Attention: Mr. J. M. Devers.

Dear Sir:

There is attached hereto a copy of a proposed subcontract between Fisher Brothers and Babler Brothers covering certain work to be done by Babler Brothers in connection with oiling on the Clear Lake-Clear Creek Section of the Wapinitia Highway, in Wasco County, Contract No. 1761. May we have your approval as to form?

Yours very truly,

WM. E. CHANDLER,
Division Engineer.

By

G. W. ROSS,
Office Engineer.

GWR:AM
cc R. H. Baldock ✓
H. G. Smith
W. H. Stewart

163-C

March 14, 1936.

Mr. W. H. Stewart,
Resident Engineer,
Government Camp, Ore.

Dear Sir:

Reference is made to your request for ruling on the question of labor regulations if Fisher Brothers turn over their cook house to a private individual and whether a sub-contract would be necessary under this arrangement.

Since the contractor, because of the location of the project, has found it necessary to maintain a camp and a cook house and comply with Federal labor regulations, it would not be right to allow the contractor to turn over his cook house to an individual unless the individual complied with the labor regulations, as this would be an implied intension to evade the labor regulations. It is therefore ruled that such an arrangement must, of necessity, be a sub-contract and that the sub-contractor (an individual) must comply in all respects to labor provisions, as set forth in the regular contract.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

CC to
Fisher Bros.
H. G. Smith
W. E. Chandler
Ray Webber

FORM 8-A-1 10M 1-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
XXXXX

Government Camp, Oregon
March 13, 1936

IN REPLY PLEASE
REFER TO FILE NO.

RECEIVED
MAR 1[illegible] 1936

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Dept.
Salem, Oregon

Attention; Mr. H. G. Smith

Dear Sir;

It is Fisher Bros. intention to turn their cook house, for the Clear Lake- Clear Creek Section, Contract 1761, over to a private individual, In this instance, the contractor would deduct the allowable one dollar per day, and turn same over to the party operating the cook house.

The question has arisen as to whether the party operating the cook house, under this agreement, would be governed by the labor regulations of the contract, of classed as a commercial boarding house.

Would a sub-contract be necessary under this arrangement?

Fisher Bros. would like a ruling on this as soon as possible.

Very truly yours,

W. H. Stewart
W. H. Stewart
Resident Engineer

cc/ W. E. Chandler
cc/ Ray Webber

163-C

#1761

March 5, 1936

Shell Oil Company,
1220 S. W. Morrison St.,
Portland, Oregon.

Attention: Frank J. Murner.

Gentlemen:

Reference is made to your letter of March 4th concerning the Fisher Bros. Contract No. 1761 - Clear Lake-Clear Creek Section in Wasco.

You are advised that on account of weather conditions no work has been performed on this contract since December, 1935. The contract is approximately 6% complete and the completion date is August 31, 1936.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

Dist. by J. McFarland.

#1761
Wasco

RECEIVED
MAR 5 1936
OREGON

SHELL OIL COMPANY
1220 S.W. MORRISON STREET
PORTLAND, OREGON
TELEPHONE ATWATER 7321

March 4, 1936

Oregon State Highway Dept.
Salem, Oregon

Attention: Mr. Glaisyer

Gentlemen:

Oregon State Contract #1761
Re: Fisher Bros.

We shall appreciate having you advise us what progress has been made by Fisher Bros. on the above contract in Wasco County.

Please tell us approximately what percentage of the work has been completed, also the approximate date set for completion.

We enclose a stamped, self-addressed envelope for your convenience.

Very truly yours,
SHELL OIL COMPANY

FJH:RS
Encl.

FRANK J. HURNER
Division Credit Manager

[illegible] 1, 1936
Pd. [illegible] - $7,301.50 Earned - $8500.00
Net - $1,288.50

FORM 3-A-1 9M 1-36
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

IN REPLY PLEASE
REFER TO FILE NO.

163-C

February 18th, 1936

Mr. W. E. Chandler
Division Engineer
Office

Dear Sir:

Please prepare the necessary price agreements to cover the removal of the roadbed excavation within Fisher Brothers' quarry, according to the prices agreed upon with Mr. Baldock.

Very truly yours,

R. H. BALDOCK
STATE HIGHWAY ENGINEER

By

H. G. Smith
Construction Engineer

HGS:AR

cc to: R. H. Baldock

FORM 2-A-1 1500 10-35
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

February 15, 1936

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock
State Highway Engineer
Office

Dear Sir:

The State Highway Commission had under consideration at its last meeting the claim of Fisher Bros., arising out of their Clear Lake-Clear Creek rock removal project on the Wapinitia Highway.

The Commission approved the settlement of this claim in the best possible manner and referred the matter to you to negotiate the best arrangement. The question arose whether or not federal money should be used to finance the extra work. The Commission authorized the payment of the claim with state money in the event that federal moneys cannot be used.

Very truly yours,

H B Glaisyer

Secretary

HBG:MBL

cc - H G Smith
F D Eason

REFERRED TO
H G Smith
to complete
Arrange
this matter

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.________

POST OFFICE BUILDING
PORTLAND, OREGON

RECEIVED
FEB 11 1936
OREGON

February 8, 1936.

163-C

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Reference is made to initial voucher for Oregon F.A.P. 163-C, covering period from October 18, 1935 to December 15, 1935, submitted in amount of $5,239.90.

We note that you request 61% of total work done but that the set-up of Federal Aid Funds in the project agreement estimate is only 57%. We are recommending voucher on this percentage basis and in the amount of $4,896.30.

Please use 57% on future intermediate voucher, and on the next voucher for previous payment, the amount $4,896.30.

Very truly yours,

W. H. LYNCH
District Engineer

By
F. E. Andrews
Sr. Hwy. Engineer

Ton

9.67

163-C

Oregon City, Oregon
January 27, 1936

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

With reference to our contract No. 1761 for 4.87 miles of regrading, resurfacing and bituminous macadam on the Clear Lake-Clear Creek Section of the Wapinitia Highway in Wasco County, it appears that there has developed a misunderstanding with reference to the removal of the rock from the roadbed prism in the quarry site between Stations 561 and 568. Examination discloses that the quantities for removal from the roadbed prism appearing on the profile indicate there has been subtracted from the excavation quantities in the roadbed prism approximately 12,000 cubic yards in place, which, it now appears, was intended to be used for crushing stone of the requisite sizes appearing in the contract. Likewise it is apparent that these quantities have been omitted from the excavation quantities as shown in the bid tabulations.

It is now evident that the State desired that the quantities within the roadbed prism through the quarry site up to an amount of at least 12,000 cubic yards should be removed as a part of the crushing operation and the payment for said removal should be made on the prices bid for Items Nos. 17-20, inclusive.

We had no means of knowing that such a plan was contemplated, and we figured our bid with the intention of crushing from the back part of the quarry without using the material within the roadbed prism for this purpose. It is our opinion that there is considerable difference in the cost of the removal of materials from the roadbed prism as there is a boulder formation in that part of the quarry. At least it is our opinion that the rock would break to a larger size and be more difficult to crush.

If the State desires us to take the rock from the roadbed prism, we are willing to excavate such materials as the engineers may direct within the roadbed prism along the quarry site between said Stations 561 and 568, provided that for all materials taken from the roadbed prism between the above stations and crushed and incorporated in the surfacing and bituminous macadam or placed in stock piles, we are to receive an additional price of 50 cents per cubic yard for all rock so taken and so used, measurement to be measurement in original position prior to excavation. This is with the understanding that no further payment for this excavation, as roadbed excavation, is to be received. The pay item for this excavation shall be known as "Rock Excavation, Class B."

"Rock Excavation, Class B" shall include all rock materials excavated from within the roadbed prism between Stations 561 and 568 and crushed for incorporation in the work. All other solid rock excavation shall be as specified in the contract and paid for under Item No. 4. It is also understood and agreed that in addition to the payment of 50 cents per cubic yard for removal from the roadbed prism, we are to receive our bid prices for crushing and plasing the materials under Items Nos. 17-20, inclusive.

Very truly yours,

FISHER BROS.

By

FORM S-A-1 5M 9-35
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

163-C

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

January 8th, 1936

IN REPLY PLEASE
REFER TO FILE NO.

Mr. W. H. Stewart
Resident Engineer
State Highway Dept.
Government Camp, Oregon

NOTED
State Highway Engineer

Dear Sir:

Please give your personal attention to the matter of securing an adequate showing of relief labor on the Clear Creek-Clear Lake Section, when again the contractor resumes operations.

Reports indicate that the National Reemployment Service has not furnished sufficient actual relief men to this project, and I suggest that you contact the District Manager personally at the time the contractor is ordering his men.

Very truly yours,

R. H. BALDOCK
STATE HIGHWAY ENGINEER

By

H. G. Smith
Construction Engineer

HGS:AR

cc to: R. H. Baldock ✓
W. E. Chandler
Bureau of Public Roads

163 e

November 13, 1935.

Fisher Bros.

Oregon City, Oregon

Gentlemen:

By express we are forwarding to you a fully executed copy of contract No. 1761, awarded to you on October 8, 1935, for the regrading and surfacing of the Clear Lake-Clear Creek Section of the Wapinitia Highway in Wasco County.

This copy is for your records and files.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

JM:CE

163e

November 1, 1935.

Fisher Bros.

Oregon City, Oregon

Gentlemen:

We are returning to you by express the four (4) copies of Contract No. 1761, Clear Lake-Clear Creek Section of the Wapinitia Highway in Washington County.

You are advised that it will be necessary that all four partners sign the bond on each copy before the contract will be acceptable. Kindly have this done and return the copies to this office.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

JM:CE

163 C

October 29, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement for the Clear Lake-Clear Creek Section, Federal Aid Project No. 163-C.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department   Federal Aid Project No. 163-C

CLEAR LAKE-CLEAR CREEK SECTION OF

THE WAPINITIA HIGHWAY IN WASCO COUNTY

(Estimate as basis for modified agreement. Based on low bid prices.)

Salem, Oregon, October 24, 1935

SUMMARY OF COMPLETED FEDERAL AID WORK

Total Cost	$ 10,841.11
Regular Federal Aid	$ 4,121.21
Emergency Advance Funds	$ 4,121.21
Original Length of Reopened Portion (Roadway)	4.362 miles
Revised Length of Reopened Portion (Roadway)	4.331 miles
Length of section on which no additional work is to be done (Roadway)	7.681 miles
Total Revised Length (Roadway)	12.012 miles
Length of 1 Bridge (Exception)	.011 mile
Total Revised Length of Project	12.023 miles

Roadwork (Sta. 38+50 to 61+20)

All Required		Clearing and Grubbing		$ 8,000.00
270	lin. ft.	Trench Excavation	$ 1.00	270.00
48,000	cu. yds.	Common Excavation	0.25	12,000.00
4,300	cu. yds.	Solid Rock Excavation	0.70	3,010.00
57,000	yd. sta.	Overhaul	0.02	1,140.00
9,000	yd. mi.	Truck Haul	0.15	1,350.00
4.33	miles	Finishing Roadbed and Slopes	200.00	866.00
21,000	lin. ft.	Rounding Cutbanks	0.12	2,520.00
700	lin. ft.	18" Corr. Iron Pipe	1.73	1,211.00
70	lin. ft.	24" Corr. Iron Pipe	3.00	210.00
110	lin. ft.	30" Corr. Iron Pipe	3.50	385.00
130	lin. ft.	Salvaging Culvert Pipe	0.30	39.00
2,000	cu. yds.	Moving Stockpiled Materials	0.40	800.00
3,500	cu. yds.	Salvaging Surfacing Materials	0.50	1,750.00
2,800	cu. yds.	Stockpiling & Reloading Salvaged Materials	0.60	1,680.00
500	yd. mi.	Hauling Salvaged Materials	0.15	75.00
28,000	cu. yds.	4½" - 2" Rock in Surfacing	1.10	30,800.00
7,200	cu. yds.	¾" - ¼" Rock in Surfacing	1.20	8,640.00
4,700	cu. yds.	¾" - 0" Rock in Surfacing	1.20	5,640.00
3,600	cu. yds.	1¼" - 0" Rock in Shoulders	1.40	5,040.00

400	cu. yds.	Filler	$ 0.30	$ 120.00
400	yd. mi.	Hauling Filler	0.15	60.00
1,200	M-Gal.	Sprinkling	1.50	1,800.00
3,400	cu. yds.	Placing Mineral Aggregates	1.00	3,400.00
4,000	cu. yds.	Crushing & Placing Mineral Aggregates	2.70	10,800.00
10,000	yd. mi.	Hauling Mineral Aggregates	0.16	1,600.00
438	tons	Asphalt in Place	30.00	13,140.00
49	tons	Emulsified or Cutback Asphalt in Seal Coat	30.00	1,470.00
			Subtotal	$117,816.00
			10% Engr. & Cont.	11,781.60
			Total	$129,597.60

Length of Roadwork	4.331 miles
Cost per mile	$ 29,923.25

NON-PARTICIPATING CRUSHED MATERIALS IN STOCKPILE

(Furnished under State Contract No. 1237)

3,400	cu. yds.	2½" - 1½" Materials in Stockpile	$ 1.65	$ 5,610.00
10,600	yd. mi.	Hauling Broken Stone	0.15	1,590.00
				$ 7,200.00

State Funds for Constr.: Chap. 175, Laws 1917; Chap. 31, Laws 1920
State Funds for Maint.: Chap. 41, Laws 1927

Federal Aid Funds Requested- -	$ 79,054.53 (61%)
State Funds- -	50,543.07
	$129,597.60

FORM 8-S-1 23490 500 8-35
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF WM. E. CHANDLER, DIVISION ENGINEER
SALEM

163.C

October 15, 1935.

IN REPLY PLEASE
REFER TO FILE NO.

33-1104

Mr. W. H. Stewart,
Resident Engineer,
Oregon State Highway Commission,
Maupin, Oregon.

NOTED
State Highway Engineer

Dear Sir:

This letter is to advise that you are assigned as resident engineer in charge of the construction work on the Clear Lake-Clear Creek Section of the Wapinitia Highway, in Wasco County, recently awarded to Fisher Bros., of Oregon City.

Your copy of the contract will be forwarded in a few days. Prefix 33-1104 has been set up for this work.

Yours very truly,

WM. E. CHANDLER,
Division Engineer.

cc R. H. Baldock
H. G. Smith

OCTOBER 11, 1935

Fisher Bros.,
[illegible]
Oregon City, Oregon.

Gentlemen:

This letter is to informyou that the State Highway Commission approved and accepted the bid submitted by you on October 8 for regrading and surfacing the Clear Lake-Clear Creek Section of the Wapinitia Highway, Wasco County, your bid of $119,742.00 being the low bid submitted for that work.

This letter is your authority and our request to commence work at your earliest convenience. Contract forms will be sent to you shortly for execution.

You are also requested to immediately notify the U. S. Reemployment Service of the approximate time work will begin, and the number and classification of laborers needed for such work.

Yours very truly,

STATE HIGHWAY COMMISSION

By
Secretary

HBG:D

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO.______

POST OFFICE BUILDING
PORTLAND, OREGON

October 8, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence in award of contract, as of this date, for Oregon Federal Aid Project No. 163-C, the Clear Lake-Clear Creek section of the Wapinitia Highway, to Fisher Bros., Oregon City, Oregon, who submitted the low bid.

Very truly yours,

W. H. LYNCH
District Engineer

By F. E. Andrews

F. E. Andrews
Sr. Highway Engineer

Jon

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO.________

POST OFFICE BUILDING
PORTLAND, OREGON

September 19, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Federal Aid Project No. 163-C, the Clear Lake-Clear Creek unit of the Clear Lake-Bear Springs section, Wapinitia Highway, have today been recommended for approval, subject to final review and approval by the Chief Engineer. This is your authority to advertise for bids.

In the preliminary estimate under the non-participating item of 2-1/4" - 1-1/4" materials in stockpile, the unit price shown is $1.68, while information available in this office indicates that the correct price should be $1.65. In submitting the project agreement estimate, please make the necessary correction if the original price proves to be in error.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

163C

September 17, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate to accompany plans and specifications for the Clear Lake-Clear Creek Section, Project No. 163-C.

Five bid proposals and five sets of blueprint plans are being sent under separate cover.

Since there were previously stockpiled along this project, considerable crushed materials, it is our desire to utilize these materials in the construction of the bituminous macadam wearing surface. The specifications, accordingly, require the contractor to use all of the 2½" - 2" crushed materials that are in these stockpiles, in the construction of the bituminous macadam.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/MB

Encl.

Oregon State Highway Department Federal Aid Project No. 163-C

CLEAR LAKE-CLEAR CREEK SECTION OF THE WAPINITIA HIGHWAY IN WASCO COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, September 17, 1935

SUMMARY OF COMPLETED FEDERAL AID WORK

Total Cost	$ 10,841.11
Regular Federal Aid	$ 4,121.21
Emergency Advance Funds	$ 4,121.21
Original Length of Reopened Portion (Roadway)	4.362 miles
Revised Length of Reopened Portion (Roadway)	4.331 miles
Length of Section on which no additional work is to be done (Roadway)	7.681 miles
Total Revised Length (Roadway)	12.012 miles
Length of 1 Bridge (Exception)	.011 mile
Total Revised Length of Project	12.023 miles

Roadwork (Sta. 384+50 to Sta. 613+20)

All Required		Clearing and Grubbing		$ 4,000.00
270	lin. ft.	Trench Excavation	$ 1.00	270.00
48,000	cu. yds.	Common Excavation	0.25	12,000.00
4,300	cu. yds.	Solid Rock Excavation	0.75	3,225.00
57,000	yd. sta.	Overhaul	0.03	1,710.00
9,000	yd. mi.	Truck Haul	0.20	1,800.00
4.33	miles	Finishing Roadbed and Slopes	200.00	866.00
21,000	lin. ft.	Rounding Cutbanks	0.10	2,100.00
700	lin. ft.	18" Corr. Iron Pipe	2.50	1,750.00
70	lin. ft.	24" Corr. Iron Pipe	3.50	245.00
110	lin. ft.	30" Corr. Iron Pipe	5.00	550.00
130	lin. ft.	Salvaging Culvert Pipe	1.00	130.00
2,000	cu. yds.	Moving Stockpiled Materials	0.40	800.00
3,500	cu. yds.	Salvaging Surfacing Materials	0.80	2,800.00
2,800	cu. yds.	Stockpiling & Reloading Salvaged Materials	0.40	1,120.00
500	yd. mi.	Hauling Salvaged Materials	0.20	100.00
28,000	cu. yds.	4½" - 2" Rock in Surfacing	1.50	42,000.00
7,200	cu. yds.	¾" - ¼" Rock in Surfacing	1.50	10,800.00

4,700	cu. yds.	¾" - 0" Rock in Surfacing	$ 1.50	$ 7,050.00
3,600	cu. yds.	1½" - 0" Rock in Shoulders	1.50	5,400.00
400	cu. yds.	Filler	0.50	200.00
400	yd. mi.	Hauling Filler	0.20	80.00
1,200	M-Gal.	Sprinkling	1.50	1,800.00
3,400	cu. yds.	Placing Mineral Aggregates	1.20	4,080.00
4,000	cu. yds.	Crushing & Placing Mineral Aggregates	2.50	10,000.00
10,000	yd. mi.	Hauling Mineral Aggregates	0.20	2,000.00
438	tons	Asphalt in Place	30.00	13,140.00
49	tons	Emulsified or Outback Asphalt in Seal Coat	30.00	1,470.00
			Subtotal	$131,486.00
			10% Engr. & Cont.	13,148.60
			Tot 1	$144,634.60

Length of Roadwork 4.331 miles

Cost per mile $ 33,395.19

Federal Aid Funds Requested..$ 88,227.10 (61%)

State Funds..56,407.50

$144,634.60

NON-PARTICIPATING CRUSHED MATERIALS IN STOCKPILE

(Furnished under State Contract No. 1357)

3,400	cu. yds.	2½" - 1½" Materials in Stockpile	$ 1.68	$ 5,712.00
10,600	yd. mi.	Hauling Broken Stone	0.15	1,590.00
				$ 7,302.00

CONTRACT #1762,
1903,

WPMH 190-F Ashland-Neil Creek Sec. 1935
1762
1903

WPMH 190-F

CROSS REFERENCE SHEET

Name or Subject Siphon across Pacific Highway at Ashland. **File No.**

Regarding Agreement with the City of Ashland for the construction of a siphon across the Pacific Highway at Mile Post 326.11. Highway Commission to contribute $520 toward cost as this siphon was in original plans for this section (Ashland-Neil Creek) which was constructed in 1935-36. **Date** 11/20/44

SEE

Name or Subject CONSTRUCTION
Right of Way
Pacific Hwy. South
File No.

File cross reference form under name or subject at top of the sheet and by the latest date of papers. Describe matter for identification purposes. The papers, themselves should be filed under name or subject after "SEE."

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190-F

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Stencil No. 3.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO.________

POST OFFICE BUILDING
PORTLAND, OREGON

October 6, 1937

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Final inspection of __Oregon FAP 190-F, Ashland-Neal__
__Creek Section, Pacific Highway,__
____, was made by
a representative of this office on __September 16, 1937__.
Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By Caufield
L. J. Caufield
Highway Engineer

-1 5M 8-37

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF K. D. LYTLE, DIVISION ENGINEER
ROSEBURG, OREGON

RECEIVED
- 1937
STATE HIGHWAY COMMISSION

190

Oct. 5th, 1937

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTN: S. H. PROBERT

Dear Sir:

Reference is made to the Orders For State Force Work on the Ashland-Tolman Creek Section of the Pacific Highway, which were recently sent you.

I originally sent in two orders--one covering the oiling of approach roads, and one covering additional filler in shoulders.

We have received the one for oiling but have not received the one for the filler. I would like to have this second one as soon as possible so that the work can be done for the opening of the road, which is scheduled for October 20th.

Very truly yours,

KDLytle
K. D. LYTLE
Division Engineer

cc. R. H. Baldock

KDL:AF

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MAY 1 1937
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UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. 190-7

POST OFFICE BUILDING
PORTLAND, OREGON

RECEIVED
23 1937
MISSION

April 22, 1937

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Will you please furnish four copies each of Price Agreements Nos. 1 and 2 supplementing your contract No. 1762, to accompany the final voucher for Oregon U.S. Works Program Highway project WPMH 190-F, Ashland-Neil Creek section of the Pacific Highway.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

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FEB [illegible] 1937
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UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

Stencil No. 124

IN YOUR REPLY PLEASE
REFER TO FILE No.

Oregon FAP No. 190-F
Ashland-Neil Creek Section

POST OFFICE BUILDING
PORTLAND, OREGON

February 17, 1937

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FEB 18 1937
OREGON
STATE HIGHWAY COMMISSION

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the ____________________ project agreement and certificate for the above numbered project.

Very truly yours,

W. H. LYNCH
District Engineer

By L Caufield
L. J. Caufield
Highway Engineer

Encls.

Hwy 30317

Form P. R. 2

State Oregon

Project No. 190-F

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

WASHINGTON
GOVERNMENT PRINTING OFFICE
1933

8—5518

PROJECT AGREEMENT

Memorandum of Agreement made this 7th day of January, 1937 by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 9th day of November, 1932, a project statement, which was approved by the Secretary on the 17th day of December, 1932, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for Section F of said project which were recommended for approval by the United States District Engineer on the 20th day of July, 1936; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of eighty-two thousand, seven hundred seventy and no/100 dollars ($82,770.00) as the share of the United States payable under said act on account of Section F of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

8—8818

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State from Chap. 173, laws 1917; Chap. 31, laws 1920 (Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 11+38, on Main St. at the intersection of Wightman St., the south end of section D of said project in the City of Ashland, and ending at survey station 282+30 in the SW¼, sec. 31, T. 39S., R. 2E., W.M., which is the north end of section A of said project

, length 5.123 miles, in Jackson County, being Section F of Oregon project No. 190, consisting of 5.123 miles of roadway and no bridges, ~~each~~ of more than 20 feet clear span.

~~[illegible] in length~~

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section F of said project shall not in any event exceed the sum of eighty-two thousand, seven hundred seventy and no/100 dollars ($82,770.00), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of one hundred thirty-five thousand, six hundred sixty-seven and no/100 dollars ($135,667.00), the approved total estimated cost of Section F of said project.

PAYMENTS

Article V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to the State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

~~[illegible] the United States [illegible] of said project exceed the [illegible] limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.~~

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

Article VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 41, laws 1927 (Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

* Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the 4th day of February, 1937

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Henry F. Cabell

Chairman, State Highway Commission
(Title of officer)

By

Member, State Highway Commission
(Title of officer)

By

Member, State Highway Commission
(Title of officer)

By

(Title of officer)

By

(Title of officer)

SECRETARY OF AGRICULTURE,

By

Acting Chief, Bureau of Public Roads.

8—5518

Form PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

The Secretary of the Treasury, and

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as Project No. 190-F, State of Oregon

Second. That in accordance with said provisions I have approved the sum of $ 135,667.00 as the total estimated cost of said project, and the sum of $ 82,770.00 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this 4th day of February one thousand nine hundred and Thirty seven

Secretary of Agriculture,

By ______________
Acting Chief, Bureau of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE 8—4839

190-7

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#1903

December 15, 1936

Maryland Casualty Company
Hansen & Rowland, Inc., Agents
Washington Building
Tacoma, Washington

Gentlemen:

You are hereby notified that State Highway Contract No. 1903 for the construction of the Ashland-Tolman Creek Section of the Pacific Highway in Jackson County has been completed by the Contractor, Mountain States Construction Company, and that final settlement will be made by the State with said contractor for work done under this contract, on or after December 24, 1936.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied; and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information, we wish to advise that the total amount paid the above contractor in connection with this contract will be $63,608.74, including the final payment.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

CE

FORM 8-A-1 5M 7-30
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

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DEC 18 1936

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

X

OREGON STATE HIGHWAY COMMISSION
SALEM

1909

December 14th, 1936

IN REPLY PLEASE
REFER TO FILE NO.

Mr. P. P. Whitmore
Resident Engineer
State Highway Dept.
Ashland, Oregon

Dear Sir:

It has been the policy to submit final paving profiles on all paving projects. This was not received for the Ashland-Tolman Creek Section of the Pacific Highway. For your information, we are sending, under separate cover, a standard form for paving profiles. Please submit this profile at your early convenience.

No alignment notes were received. It is assumed that these are part of the notes for the adjoining section. If so, they may be kept and turned in later. Please advise.

Very truly yours,

R. H. BALDOCK
STATE HIGHWAY ENGINEER

By

H. G. Smith
Construction Engineer

Dictated by
Chas. E. Low
H

cc to: R. H. Baldock ✓
K. D. Lytle

NOTED
State Highway Engineer

Form 333—5M—7-36

190-7

ORE[illegible]N STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Nov. 28, 1936

Section Ashland- Tolman Creek

Kind of work Paving (FAP 190 F)

Highway Pacific

Section prefix 15[illegible]1113

Contractor Mt States Const Co

Contract number 1903

Date of contract ~~x63490x~~ Aug 5, 1936

Date of completion Nov. 30, 1936

Date work started " 24, 1936

Estimated date of completion ......, 193...

Amount of contract $ 63490.

Per cent of time elapsed 100 %

Estimated cost of completed project, exclusive of engineering $ 63490.

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date, $ 2900., 4.5 %

Date project was completed Nov. 25, 1936

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor worked 2 days moving out equipment and finished all work.

P P Whitmore

Signed P. P. Whitmore, Resident Engineer.

Address Ashland, Oregon.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

STATE PRINTING DEPT.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					1.36
Miles partially completed					
Miles completed					1.36
Total estimated quantities					24955
Estimated quantities moved or placed to date					24955
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					1
Hours per shift					8
Average force on project for week					3

Percentages of men employed on contract to be secured from:

Jackson County, 100 %; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	Jackson COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men	3						
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels 3, Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....,

Compressors ...., Bull Dozers ...., Sheet-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	"		
Tuesday	"		
Wednesday	"		
Thursday	"		
Friday	"		
Saturday	"		

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190-F

November 25, 1936

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Bldg.
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement for the Ashland-Neil Creek Section, F. A. Project No. 190-F.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dist. by J. W. Nash/ER

Encl.

Oregon State Highway Department　　　　Federal Aid Project No. 190-F

ASHLAND-NEIL CREEK SECTION OF THE PACIFIC HIGHWAY IN JACKSON COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, November 21, 1936

40' Roadway (Sta. 11+88 to 16+38)(Contract No. 1903)

460	cu. yds.	Excavation, Single Classif.	$ 0.50	$ 230.00
200	yd. mi.	Truck Haul	0.20	40.00
15	lin. ft.	30" Concrete Pipe	4.00	60.00
.09	mile	Finishing Roadbed and Slopes	100.00	9.00
660	sq. yds.	Removal of Old Pavement	0.30	198.00
600	cu. yds.	Rock Subbase	0.90	540.00
85	cu. yds.	1" - 0" Materials in Shoulders and Surfacing	2.00	170.00
10	cu. yds.	½" - 0" Rock in Footpaths	2.50	25.00
50	cu. yds.	Sand Cushion	1.50	75.00
10	cu. yds.	Filler	0.50	5.00
10	yd. mi.	Hauling Filler	0.20	2.00
2,100	sq. yds.	Portland Cement Concrete Pavement	1.80	3,780.00
170	lin. ft.	Expansion Joints	0.16	27.20
1,100	lin. ft.	Contraction Joints	0.03	33.00
1,200	only	Dowels	0.15	180.00
1,000	lbs.	Tie Bars and Reinforcement	0.06	60.00
			Subtotal	$ 5,434
			10% Engr. & Cont.	543
			Total	$ 5,977
		Length	.085 mile	
		Cost per mile	$ 70,317	

22' Roadway (Sta. 16+38 to 110+00)(Contract No. 1903)

1,540	cu. yds.	Excavation, Single Classif.	$ 0.50	$ 770.00
500	yd. mi.	Truck Haul	0.20	100.00
1.77	miles	Finishing Roadbed and Slopes	100.00	177.00
140	lin. ft.	12" Concrete Pipe	1.25	175.00
140	lin. ft.	18" Concrete Pipe	2.00	280.00
15	lin. ft.	36" Concrete Pipe	6.00	90.00
8,000	cu. yds.	Rock Subbase	0.90	7,200.00
1,815	cu. yds.	1" - 0" Materials in Shoulders and Surfacing	2.00	3,630.00
160	cu. yds.	½" - 0" Rock in Footpaths	2.50	400.00

550	cu. yds.	Sand Cushion	$ 1.50	$ 825.00
190	cu. yds.	Filler	0.50	95.00
190	yd. mi.	Hauling Filler	0.20	38.00
22,900	sq. yds.	Portland Cement Concrete Pavement	1.80	41,220.00
2,430	lin. ft.	Expansion Joints	0.16	388.80
11,900	lin. ft.	Contraction Joints	0.03	357.00
12,000	only	Dowels	0.15	1,800.00
8,500	lbs.	Tie Bars and Reinforcement	0.06	510.00
			Subtotal	$ 58,055
			10% Engr. & Cont.	5,805
			Total	$ 63,860

Length 1.773 miles
Cost per mile $ 36,018

Surfacing & Bituminous Macadam

1,000	cu. yds.	Excavation, Single Classif.	$ 0.30	$ 300.00
800	yd. mi.	Truck Haul	0.14	112.00
3.26	miles	Finishing Roadbed and Slopes	200.00	652.00
8,400	cu. yds.	Gravel Topping	0.80	6,720.00
11,000	cu. yds.	Granite Leveling Course & Shoulders	0.40	4,400.00
15,000	yd. mi.	Hauling Leveling Course & Shoulder Materials	0.15	2,250.00
6,850	cu. yds.	Coarse Materials in Surfacing	1.40	9,590.00
1,800	cu. yds.	Key Materials in Surfacing	1.50	2,700.00
1,150	cu. yds.	Screenings	1.40	1,610.00
2,100	cu. yds.	¾" Rock in Shoulders	1.40	2,940.00
1,030	cu. yds.	Filler	0.40	412.00
1,550	yd. mi.	Hauling Filler	0.15	232.50
1,500	M-Gal.	Sprinkling	1.50	2,250.00
3.26	miles	Preparation of Base	100.00	326.00
5,130	cu. yds.	Mineral Aggregate in Place	2.80	14,364.00
348	tons	Asphalt in Place	25.00	8,700.00
88	tons	Cutback Asphalt in Binder Course	26.00	2,288.00
			Subtotal	$ 59,846
			10% Engr. & Cont.	5,984
			Total	$ 65,830

Length 3.265 miles
Cost per mile $ 20,162

SUMMARY OF FUNDS REQUESTED

Item	Total Cost	Federal Aid Funds	State Funds
Concrete Pavement			
40' Roadway	$ 5,977	$ 3,646	$ 2,331
22' Roadway	63,860	38,961	24,899
Bituminous Macadam	65,830	40,163	25,667
	$ 135,667	$ 82,770	$ 52,897

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920
State Funds for Maintenance: Chap. 41, laws 1927

RECEIVED

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. 190-F

POST OFFICE BUILDING
PORTLAND, OREGON

October 21, 1936.

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Supplemental P. S. & E. documents for Oregon Federal Aid Project 190-F, the Ashland-Neil Creek Section of the Pacific Highway, have today been recommended for approval, subject to final review and approval by the Chief Engineer. This is your authority for advertising.

Prompt submission of the bid tabulation and agreement estimate will be appreciated.

Very truly yours,

W H Lynch
W. H. LYNCH
District Engineer

Jra

190-7

Oct. 21st, 1933

COST ANALYSIS FINAL REPORT

Pacific Highway, Ashland-Neil Creek Section, Grading
Contract 1762, Prefix 15-1109

Harold Blake, Contractor
P. P. Whitmore, Resident Engineer

ITEM	Cost	Quantity	Unit Cost	Unit Bid	Gross Revenue
Clearing and Grubbing	$ 6,650.20	100%		Lump Sum	$ 17,500.00
Trench Excavation	4,421.82	3,440.2 Cu. Yd.	1.29	2.50	8,600.50
Common " (bid 148,000 cu. yd.)	19,451.50	105,121.3 " "	0.19	0.26	27,331.54
Solid Rock " (" 61,000 cu. yd.)	58,429.29	96,794.3 " "	0.604	0.40	38,717.72
Overhaul	6,880.00	274,676 Yd. Sta.	0.025	0.015	4,120.14
Truck Haul	4,876.80	16,256 Yd. Mi.	0.30	0.15	2,438.40
Finishing Roadbed & Slopes	2,445.00	5.12 Mi.	477.50	300.00	1,536.00
Rounding Cut Banks	1,794.80	22,435 L.F.	0.08	0.10	2,243.50
8" Porous Drain Tile	521.36	1,372 L.F.	0.38	0.45	617.40
9" Perf. Corr. Iron Culv. Pipe	85.24	78 L.F.	1.09	1.40	109.20
12" Corr. Iron Culv. Pipe	798.15	582 L.F.	1.37	1.45	843.90
36" " " " "	217.80	36 L.F.	6.05	5.00	180.00
18" " " " " Protected Invert	3,160.75	1,503 L.F.	2.10	2.75	4,133.25
18" " " " " " XSTR	411.60	140 L.F.	2.94	3.56	498.40
18" Corr. Iron Siphon Pipe	1,337.85	520 L.F.	2.57	2.60	1,352.00
12" Concrete Pipe	169.17	192 L.F.	0.88	1.50	288.00
18" " "	3,218.80	1,449 L.F.	2.22	1.75	2,535.75
24" " "	991.20	375 L.F.	2.64	2.40	900.00
24" " " XSTR	352.16	114 L.F.	3.09	2.70	307.80
30" " "	290.24	72 L.F.	4.03	3.40	244.80
36" " "	849.40	138 L.F.	6.16	5.00	690.00

NOTED
Highway Engineer

ITEM	Cost	Quantity	Unit Cost	Unit Bid	Gross Revenue
Metal Ditch Lining #36	$ 918.60	570 Lin. Ft.	1.61	1.33	$ 758.10
Salvaging Culvert Pipe	157.35	245 Lin. Ft.	0.64	1.00	245.00
Rock Backfill in Drains	564.55	344.5 Cu. Yd.	1.64	2.00	689.00
Class A Concrete	814.40	39.93 Cu. Yd.	20.40	25.00	998.25
Class D Concrete	7,845.85	370.88 Cu. Yd.	21.15	26.50	9,828.32
Metal Reinforcement	3,190.63	59,343 Lbs.	0.054	0.04	2,373.72
PA #1, 12" Corr. Iron Siphon Pipe	116.25	75 Lin. Ft.	1.55	2.10	157.50
Force Account	89.32				89.32
PA #2, Cement Adjustment Deduct					- 68.40
					$ 129,739.11
12" Firewood Sold	1,200.00	160 Cords	7.50	4.75 Sold For	760.00
	$ 152,250.15				$ 130,499.11

Total Cost	$ 152,250.15
Gross Revenue	130,499.11
Net Loss	1,751.04

Net Loss Equals 1.3% of Gross Revenue

Contract 1782, Prefix 15-1109

DETAIL OF COST

Labor:

Supervision (Superintendent and Bookkeeper	$ 3,625.83	
Labor	50,629.93	
State Industrial Accident Insurance	2,634.59	
Unemployment Insurance	385.86	
		$ 57,276.21

Material:

Cement for Box Culverts & Siphons (Portland)	738	Bbls.	at 1.85	1,365.30	
Steel " " " " " "	56,760	Lbs.	at 0.0306	1,736.86	
Water Stop " " " " "	2,590	Lbs.	at 0.07	181.30	
(Above Materials Hauled from Portland by Contractor to Use Up Surplus Man Hours)					
Mineral Aggregate for Box Culvert	542	C.Y.	at 1.55	840.10	
(Contractor Furnished Truck Drivers to Use Up Surplus Man Hours)					
Man Hole Cover	1	Each	at 12.00	12.00	
8" Porous Drain Tile	1,372	L.F.	at 0.21	288.12	
9" Perf. Corr. Iron Pipe	78	L.F.	at 0.81	63.18	
9" Corr. Iron Pipe Bands	5	Each	at 1.10	5.50	
12" " " "	582	L.F.	at 0.96	558.72	
12" " " Siphon Pipe	72	L.F.	at 1.30	93.60	
12" " " " Bands	22	Each	at 1.20	26.40	
18" Corr. Iron Pipe Protected Invert	1,503	L.F.	at 1.47	2,209.41	
18" " " " XSTR	140	L.F.	at 2.19	306.60	
18" " " " Siphon	520	L.F.	at 1.75	910.00	
18" " " " Bands	80	Each	at 2.03	162.40	
36" " " "	36	L.F.	at 4.22	151.92	
36" " " " "	1	Each	at 4.02	4.02	
12" Concrete Pipe	192	L.F.	at 0.622	119.40	
18" " "	1,449	L.F.	at 1.60	2,318.40	
24" " "	375	L.F.	at 1.90	712.50	
24" " " XSTR	114	L.F.	at 2.25	256.50	
30" " "	72	L.F.	at 2.90	208.80	
36" " "	138	L.F.	at 4.50	621.00	
Metal Ditch Lining #36	570	L.F.	at 0.48	273.60	
Lumber for Irrigation Ditches				93.50	13,516.93

Equipment Rental, Supplies & Miscellaneous:

Equipment Rental	33,948.50	
Gas, Oil & Grease	6,705.40	
Explosives	9,355.74	
Freight & Cartage Moving In	2,241.25	
Small Tools, Supplies and Misc.	2,550.50	
Drill Steel Bits and Drilling Supplies	1,082.00	
Cable for Scrapers, Buggy and Shovel	731.05	
Form Lumber for Box Culverts	478.47	
Bond (1% of Gross Revenue)	1,295.50	
Liability and Property Damage	457.60	
Portland Office and General Expense	2,591.00	
		$61,437.01

Cost Grand Total	$ 132,230.15

Oct. 21, 1936

[illegible]ST ANALYSIS FINAL REPORT

Contract 1762, Prefix 15-1109

REMARKS:

This contract was bid and awarded Nov. 9, 1935. Work was started Oct. 28, 1935 and was completed June 30, 1936.

Good progress was made considering the formation of material excavated and the delay caused by rain, snow and mud. The contractor had plenty of the most modern equipment on the job and rushed the work with two 7½ hr. shifts per day.

The common excavation in most cuts was underlaid with ledge sandstone or boulders. Three 12-yd. LeTourneau scrapers and two 75 diesel cats made good progress on common. When possible the underlying solid was loosened with a heavy ripper pulled with a 75 cat, and then material was excavated with cats and scrapers. Common excavation in cuts too wet or too full of solid and boulders for cats to handle was excavated with shovel and trucks.

The solid excavation consisted of a formation of large boulders and ledge sandstone intermingled with earth and was difficult to drill and blast. Down holes were drilled and loaded heavily to shake and loosen the formation and then the large boulders were plugged and shot. About 0.8 pount of explosive was required for a cubic yard. The cost of drilling and blasting was about $0.24 per cubic yard. The 1½ yd. diesel shovel lost considerable time wrestling with boulders too large to handle. The average output of the shovel was only about 55 cubic yards per hour operating time.

80,000 man hours of employment was specified on this contract. This was a surplus of about 25,000 man hours when modern equipment was used. Hand labor was used wherever practical; the trees removed in clearing were cut up into 12" stove wood; trench excavation, finishing and sloping were done by hand labor. 80,020 man hours were used - an overrun of only 20 hours.

The contractor bid clearing and common excavation high and solid excavation low. The solid excavation overran 36,000 cu. yds. and the common excavation underran 45,000 cu. yds. The contractor lost about $10,000 by unbalanced bid.

E. H. Clymer
Cost Analyst

RECEIVED
NOV 30 1936
FOR F

190-7

October 16, 1936

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Bldg.
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate to accompany plans and specifications for the Ashland-Neil Creek Section, F. A. Project No. 190-F.

Five blueprint copies of the quantity summary sheet and five bid proposals are being sent under separate cover.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ER

Encl.

Oregon State Highway Department Federal Aid Project No. 190-F

ASHLAND-NEIL CREEK SECTION OF THE
PACIFIC HIGHWAY IN JACKSON COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, October 16, 1936

40' Roadway (Sta. 11+88 to 16+38)(Contract No. 1903)

460	cu. yds.	Excavation, Single Classification	$ 0.50	$ 230.00
200	yd. mi.	Truck Haul	0.20	40.00
15	lin. ft.	30" Concrete Pipe	4.00	60.00
.09	mile	Finishing Roadbed and Slopes	100.00	9.00
660	sq. yds.	Removal of Old Pavement	0.30	198.00
600	cu. yds.	Rock Sub-base	0.90	540.00
85	cu. yds.	1" - 0" Materials in Shoulders and Surfacing	2.00	170.00
10	cu. yds.	½" - 0" Rock in Footpaths	2.50	25.00
50	cu. yds.	Sand Cushion	1.50	75.00
10	cu. yds.	Filler	0.50	5.00
10	yd. mi.	Hauling Filler	0.20	2.00
2,100	sq. yds.	Portland Cement Concrete Pavement	1.80	3,780.00
170	lin. ft.	Expansion Joints	0.16	27.20
1,100	lin. ft.	Contraction Joints	0.03	33.00
1,200	only	Dowels	0.15	180.00
1,000	lbs.	Tie Bars and Reinforcement	0.06	60.00
			Subtotal	$ 5,434
			10% Engr. & Cont.	543
			Total	$ 5,977
		Length	.085 mile	
		Cost per mile	$ 70,317	

22' Roadway (Sta. 16+38 to 110+00) (Contract No. 1903)

1,540	cu. yds.	Excavation, Single Classification	$ 0.50	$ 770.00
500	yd. mi.	Truck Haul	0.20	100.00
1.77	mile	Finishing Roadbed and Slopes	100.00	177.00
140	lin. ft.	12" Concrete Pipe	1.25	175.00
140	lin. ft.	18" Concrete Pipe	2.00	280.00
15	lin. ft.	36" Concrete Pipe	6.00	90.00

8,000	cu. yds.	Rock Sub-base	$ 0.90	$ 7,200.00
1,815	cu. yds.	1" - 0" Materials in Shoulders and Surfacing	2.00	3,630.00
160	cu. yds.	½" - 0" Rock in Footpaths	2.50	400.00
550	cu. yds.	Sand Cushion	1.50	825.00
190	cu. yds.	Filler	0.50	95.00
190	yd. mi.	Hauling Filler	0.20	38.00
22,900	sq. yds.	Portland Cement Concrete Pavement	1.80	41,220.00
2,430	lin. ft.	Expansion Joints	0.16	388.80
11,900	lin. ft.	Contraction Joints	0.03	357.00
12,000	only	Dowels	0.15	1,800.00
8,500	lbs.	Tie Bars and Reinforcement	0.06	510.00

Subtotal	$ 58,055
10% Engr. & Cont.	5,805
Total	$ 63,860

Length	1.773 miles
Cost per mile	$ 36,018

Surfacing & Bituminous Macadam

1,000	cu. yds.	Excavation, Single Classification	$ 0.50	$ 500.00
800	yd. mi.	Truck Haul	0.18	144.00
3.26	miles	Finishing Roadbed and Slopes	100.00	326.00
8,400	cu. yds.	Gravel Topping	1.10	9,240.00
11,000	cu. yds.	Granite Leveling Course and Shoulders	0.40	4,400.00
15,000	yd. mi.	Hauling Leveling Course and Shoulder Materials	0.14	2,100.00
6,850	cu. yds.	Coarse Materials in Surfacing	1.75	11,987.50
1,800	cu. yds.	Key Materials in Surfacing	1.75	3,150.00
1,150	cu. yds.	Screenings	1.75	2,012.50
2,100	cu. yds.	¾" Rock in Shoulders	1.75	3,675.00
1,030	cu. yds.	Filler	0.40	412.00
1,550	yd. mi.	Hauling Filler	0.18	279.00
1,500	M-Gal.	Sprinkling	2.50	3,750.00
3.26	mile	Preparation of Base	100.00	326.00
5,130	cu. yds.	Mineral Aggregate in Place	2.40	12,312.00
348	tons	Asphalt in Place	26.00	9,048.00
88	tons	Cutback Asphalt in Binder Course	27.00	2,376.00

Subtotal	$ 66,038
10% Engr. & Cont.	6,603
Total	$ 72,641

Length	3.265 miles
Cost per mile	$ 22,248

SUMMARY OF FUNDS REQUESTED

Item	Total Cost	Federal Aid Funds	State Funds
Concrete Pavement			
40' Roadway	$ 5,977	$ 3,645	$ 2,332
22' Roadway	63,860	38,954	24,906
Bituminous Macadam	72,641	44,311	28,330
	$ 142,478	$ 86,910	$ 55,568

#1762

190-7

September 25, 1936

Hartford Accident & Indemnity Company,
Jewett, Barton, Leavy & Kern, Agents,
Lewis Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 1762 for the construction of the Ashland-Neal Creek Section of the Pacific Highway in Jackson County has been completed by the contractor, Harold Blake, and that final settlement will be made by the State with said contractor for work done under said contract on or after October 5, 1936.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as you appear as surety on the bond furnished in connection with this contract. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractor in connection with this contract will be $129,739.11, including the final payment. Of this amount $89.32 was for force account work.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary.

Dict. by J. McFarland.

190-7

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.________

POST OFFICE BUILDING
PORTLAND, OREGON

RECEIVED
SEP 24 19
FOR FILES

Sept. 23, 1936.

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Reference is made to intermediate voucher for Oregon WPMH 190-F, for period ending June 30, 1936, submitted in amount of $4,140.94.

We are recommending this voucher for payment in the amount submitted. We note, however, that the project was completed on the above-mentioned date, namely June 30, 1936. We note also that a voucher was submitted for work up to June 15, 1936, which was recommended for payment on July 13, 1936, and another for work up to this same date of June 30, 1936, which was recommended for payment on August 18, 1936.

In the light of the fact that these vouchers have been already submitted, and that the project has been completed practically three months, we would have preferred very decidedly that no other intermediate voucher be submitted at this time, but that the preparation of the final voucher be pushed with vigor so that it could be submitted within a relatively few months of the completion of the project.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

FORM [illegible]

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

IN REPLY PLEASE
REFER TO FILE NO.

190-7

X

RECEIVED
SEP 9 1936
OREGON
STATE HIGHWAY COMMISSION

Sept. 8th, 1936

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTN: H. G. SMITH

NOTED
State Highway Engineer

Dear Sir:

Enclosed please find Price Agreement #1, contract 1752, covering the adjustment on cement.

Very truly yours,

K. D. LITLE
Division Engineer

cc. R. H. Baldock

KDL:AF

190-7

August 6, 1936

Mountain States Construction Co.,
1644 Washington Street
Eugene, Oregon

Gentlemen:

This is to advise you that the State Highway Commission, at its meeting held yesterday, August 5, 1936, awarded to you the contract covering the 1.86 miles of paving on the Ashland-Tolman Creek Section of the Pacific Highway in Jackson County. This award was based on your low bid of $63,490.00.

Contract forms will be sent to you in a few days for execution.

Very truly yours,

MC Secretary

cc - S. H. Probert

190-7

September 8, 1936

MOUNTAIN STATES CONSTRUCTION COMPANY
1644 Washington Street
Eugene, Oregon

Gentlemen:

We are sending you today by express one fully executed copy of State Highway Contract No. 1903, which was awarded to you on August 5, 1936, for the construction of 1.86 miles paving on the Ashland-Tolman Creek Section of the Pacific Highway, in Jackson County.

This copy is for your records and files.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION
By

Secretary

MBL.

FORM [illegible]
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

IN REPLY PLEASE
REFER TO FILE NO.

190-7

1936

August 27th, 1936

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

NOTED

Attention: M. G. Smith

Dear Sir:

We are returning to your office by Express the semi-final estimates on the Ashland-Neil Creek section Pacific Highway, along with the following data pertaining thereto, one book plotted cross sections, 4 books construction field notes, one pad computation sheets, two rolls box culvert data, one mass diagram, one copy of the corrected semi-final estimate.

There are also enclosed four copies of semi-final estimate and quantity summary sheets which agree with the corrected semi-final estimate.

You will note that Mr. Whitemore has checked all of the corrections with the exception of the item on line 17 sheet 1 of the estimate.

Mr. Whitmore states that the quantities of re-inforcing steel and galvanized water stop under the heading of metal re-inforcement were calculated from the steel lists. He has misplaced the steel lists and is writing the contractor to send copies to your office.

Very truly yours,

K. [illegible]
Division Engineer

By
C. D. [illegible]
Office Engineer

cc R. H. Baldock ✓
CDC:P

[illegible] 948 5M 8-33
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

X

190-7

OREGON STATE HIGHWAY COMMISSION

SALEM

August 23, 1935.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. E. A. Collier,
Division Engineer,
Roseburg, Oregon.

NOTED

Dear Sir:

Enclosed please find estimates of the two projects immediately south of Ashland; the first being the Ashland-Clausen, a relief project, and the second Clausen - Neil Creek, being a Federal Aid Project. Note that unit prices have been increased on the Relief Project. The division between the projects has been placed at Station 203 plus 30. This makes the estimate on the Relief Project about equal the amount set up, i.e., $125,000.00. The estimated cost of the Federal Aid Project is $78,348.00, which leaves only $41,652 of the $120,000.00 set up for Federal Aid Projects to apply from Torrent Creek towards Wall Creek.

It would have been very desirable if the gap between Station 383 and the beginning of the Grade Separation Project could have been closed in this program, but it would not seem impossible, as the estimated cost of closing the gap is about $95,000.00 if you take 40,000 yards out of the cut at Station 386 under the present contract.

Yours very truly,

R. H. BALDOCK
STATE HIGHWAY ENGINEER

By

H.G. Smith
Construction Engineer.

Dictated by
H.W. Libby
H

CC to
R.H. Baldock

PACIFIC HIGHWAY

JACKSON COUNTY.

Ashland - Clausen Section

Stations 11+88-203+30 3.62 Miles

RELIEF PROJECT

Clearing & Grubbing			$1000.00
Common Excavation	77,000 c.y.	@ 0.60	46200.00
Solid Rock Excavation	20,000 c.y.	@ 1.60	32000.00
Overhaul	150,000 sta. yds	@ 0.04	6000.00
Truck Haul	6,000 yd. mi.	@ 0.40	2400.00
Class "A" Concrete	10 c.y.	@50.00	500.00
Class "D" "	120 c.y.	@40.00	4800.00
Metal Reinf.	12,000 lbs	@ 0.10	1200.00
12" Culvert Pipe	860 lin ft.	@ 2.25	1935.00
18" " "	2,000 " "	@ 3.75	7500.00
24" " "	180 " "	@ 4.50	810.00
30" " "	80 " "	@ 6.00	480.00
36" " "	180 " "	@ 9.00	1620.00
18" Siphon Pipe	110 " "	@ 4.50	495.00
Trench Excavation	1,040 c.y.	@ 1.50	1560.00
Salv. Culvert Pipe	70 lin ft.	@ 1.00	70.00
Rounding Cut Banks	6,400 " "	@ 0.20	1280.00
Finishing Roadbed & Slopes	3.62 miles	@ 400.00	1448.00
Flume	2.0 M.F.B.M	@ 100.00	200.00
			$111,498.00
		Plus 10% for Eng. & Cont.	11,150.00
			122,648.00

H.W. Libby
August 23, 1935.

PACIFIC HIGHWAY

JACKSON COUNTY

Clausen - Neil Creek

Statinn 203 + 30 - 282 + 30 1.50 Miles

Federal Aid Project

Clearing & Grubbing				$ 670.00
Common Excavation	66,000	c.y.	@ 0.30	19800.00
Solid Rock	39,000	c.y.	@ 0.80	31200.00
Overhaul	133,000	c.y. sta	@ 0.02	2660.00
Truck Haul	13,000	yd. Mi.	@ 0.20	2600.00
Class "A" Concrete	4	c.y.	@ 25.00	100.00
" "D" "	330	c.y.	@ 20.00	6600.00
Metal Reinf.	39,000	lbs	@ 0.06	2340.00
18" Culvert Pipe	800	lin ft.	@ 2.50	2000.00
24" " "	240	" "	@ 3.00	720.00
24" Siphon Pipe	166	lin ft	@ 4.00	664.00
Trench Excavation	880	c.y.	@ 0.80	704.00
Rounding Cut Banks	4,500	lin ft	@ 0.10	450.00
Finishing Roadbed & Slopes	1.50 miles		@ 200.00	300.00
Flume	7	M.F.B.M.	@60.00	420.00
				$71228.00
		Plus 10% fo Eng. & Cont.		7123.00
				$ 78,351.00

H.W. Libby

Aug. 23, 1935.

190-7

August 14, 1936

Mountain States Construction Company
1644 Washington Street
Eugene, Oregon

Gentlemen:

We are returning to you by express the four copies of Contract No. 1903, Ashland-Tollman Creek Section, which was awarded you on August 5.

You will please note that you omitted having this contract executed by an authorized surety company.

Please have all four copies signed by your bonding company and return them to this office.

Yours very truly,

Secretary

JM:MBL

#1762

X

190-7

August 13, 1936

Hartford Accident & Indemnity Company,
Jewett, Barton, Leavy & Kern, Agents,
Lewis Building,
Portland, Oregon.

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to Harold Blake in connection with contract No. 1762 for the construction of the Ashland-Neil Creek Section of the Pacific Highway in Jackson County. This payment will be made on or after August 22, 1936.

Kindly acknowledge receipt of this letter.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary.

Dict. by J. McFarland.

FORM 5-A-1 6M 9-35

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

IN REPLY PLEASE
REFER TO FILE NO.

190-7

RECEIVED
AUG 12 1936
OREGON
HIGHWAY COMMISSION

Aug. 11, 1936

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTN: H. G. SMITH

Dear Sir:

A few days ago we sent in the Ashland-Neil Creek semi final estimate and stated at that time that we would let you know if there were any changes in the constructed alignment.

We would like to advise that the line was constructed as located. Slight changes were made in the grade line, which will show in the constructed line profile to be submitted shortly.

Very truly yours,

K. D. LYTLE
Division Engineer

By Cdc
C. D. Cannon
Office Engineer

cc. R. H. Baldock
cc. E. A. Skelley

CDC:AF

NOTED
State Highway Engineer

190-7

x

August 4, 1936

Trojan Powder Company,
522 S. W. Fifth Ave.,
Portland, Oregon

Attention: K. A. Merriman,
District Manager

Dear Sir:

Replying to your letter of July 31 inquiring as to the date of acceptance of the contract awarded to Harold Blake for the construction of the Ashland-Neil Creek Section of the Pacific Highway in Jackson County, wish to advise that this job was completed on June 30, 1936 and was accepted by formal action of the State Highway Commission on July 8, 1936. This contract is designated as State Highway Contract No. 1762.

Very truly yours,

HBG:MC

Secretary

Aug, 3, 1936

H. B. G.

I sent letter for acceptance on Cont. #1762 to you for July 8th meeting. Would you please advise if it was accepted as of that date and I can then answer this letter.

J. McF.

#1762

COMPANY

E

E.

ALLENTOWN, PA
SAN FRANCISCO, CAL.

Oregon State Highway Commission
Salem, Oregon

Gentlemen: Attention: Mr. H. B. Glaisyer,
Secretary.

At your convenience will you please let us know the date of acceptance of the contract awarded to Harold Blake on October 9, 1935, which contract is known as the Ashland-Neil Creek Section of Pacific Highway, U. S. Works Program Highway Project No. WPMH 190-F.

Very truly yours,
TROJAN POWDER COMPANY

K. A. Merriman
K. A. Merriman
District Manager

CH

ANSWERED
H. B. G.

REFERRED TO
Om
BY SECRETARY

July 8th

#1762

00-JBB
JnB
HdB 2
B.D.

TROJAN
EXPLOSIVES
CHEMICALS

TROJAN POWDER COMPANY
522 S. W. FIFTH AVE.
~~[illegible]~~

NEW YORK, NEW YORK
CHICAGO, ILLINOIS

ALLENTOWN, PA
SAN FRANCISCO, CAL

PORTLAND, ORE.

July 31, 1936

Oregon State Highway Commission
Salem, Oregon

Gentlemen: Attention: Mr. H. B. Glaisyer,
Secretary.

At your convenience will you please let us know the date of acceptance of the contract awarded to Harold Blake on October 9, 1935, which contract is known as the Ashland-Neil Creek Section of Pacific Highway, U. S. Works Program Highway Project No. WPMH 190-F.

Very truly yours,
TROJAN POWDER COMPANY

K. A. Merriman
District Manager

CH

ANSWERED
H. B. G.

REFERRED TO [illegible]
BY SECRETARY

July 8th

Form 220—5M—11-35

190-7

0

EGON STATE HIGHWAY COMMISSIO

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending July 25, 193 6

Section Ashland - Neil Creek

Kind of work Grading

Highway Pacific

Section prefix 15- 1109

Contractor Harold Blake

Contract number 1762

Date of contract Oct. 9, 193 5

Date of completion Oct. 31, 193 6

Date work started " 28, 193 5

Estimated date of completion June 30, 193 6

Amount of contract $ 125012.90

Per cent of time elapsed June 30 62 %

Estimated cost of completed project, exclusive of engineering $ 125012.90

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date, $ 5900., 4.7 %

Date project was completed , 193

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Job completed June 30.

Engineers on final estimate and other jobs.

NOTED
H. G. SMITH

P P Whitmore

Signed P. P. Whitmore, Resident Engineer.

Address Ashland, Oregon.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	.... COUNTY	.... COUNTY	.... COUNTY	.... COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							
....							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....,

Compressors ...., Bull Dozers ...., Sheet-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

RECEIVED
FEB 24 1937
F[illegible]

190-F

July 16, 1936

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate to accompany plans and specifications for the Ashland-Tolman Creek Section, Federal Aid Project No. 190-F.

Five bid proposals and five blueprint copies of a drawing showing paving details and plans sheets 1 and 2-A are being sent under separate cover.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department　　　　Federal Aid Project No. 190-F

ASHLAND-NEIL CREEK SECTION OF THE PACIFIC HIGHWAY IN JACKSON COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, July 16, 1936

40' Roadway (Sta. 11+88 to 16+32)

400	cu. yds.	Excavation, Single Classification	$ 0.60	$ 240.00
200	yd. mi.	Truck Haul	0.20	40.00
.09	mile	Finishing Roadbed and Slopes	300.00	27.00
660	sq. yds.	Removal of Old Pavement	0.30	198.00
600	cu. yds.	Rock Subbase	1.00	600.00
70	cu. yds.	1" - 0" Materials in Shoulders and Surfacing	1.50	105.00
50	cu. yds.	Sand Cushion	1.50	75.00
10	cu. yds.	Filler	0.50	5.00
10	yd. mi.	Hauling Filler	0.20	2.00
2,100	sq. yds.	Portland Cement Concrete Pavement	1.80	3,780.00
170	lin. ft.	Expansion Joints	0.20	34.00
1,100	lin. ft.	Contraction Joints	0.05	55.00
1,200	only	Dowels	0.20	240.00
1,000	lbs.	Tie Bars and Reinforcement	0.06	60.00
			Subtotal	$ 5,461.00
			10% Engr. & Cont.	546.10
			Total	$ 6,007.10

Length	.085 mile
Cost per mile	$70,671.76

22' Roadway (Sta. 16+32 to 110+00)

400	cu. yds.	Excavation, Single Classification	$ 0.60	$ 240.00
300	yd. mi.	Truck Haul	0.20	60.00
1.77	miles	Finishing Roadbed and Slopes	300.00	531.00
8,000	cu. yds.	Rock Subbase	1.00	8,000.00
1,480	cu. yds.	1" - 0" Materials in Shoulders and Surfacing	1.50	2,220.00
550	cu. yds.	Sand Cushion	1.50	825.00

160	cu. yds.	Filler	$ 0.50	$ 80.00
160	yd. mi.	Hauling Filler	0.20	32.00
22,900	sq. yds.	Portland Cement Concrete Pavement	1.80	41,220.00
2,430	lin. ft.	Expansion Joints	0.20	486.00
11,900	lin. ft.	Contraction Joints	0.05	595.00
12,000	only	Dowels	0.20	2,400.00
8,500	lbs.	Tie Bars and Reinforcement	0.06	510.00
			Subtotal	$ 57,199.00
			10% Engr. & Cont.	5,719.90
			Total	$ 62,918.90

Length 1.773 miles
Cost per mile $35,487.25

Roadside Improvement (Sta. 11+38 to 110+00)

1,200	cu. yds.	Excavation, Single Classification	$ 0.60	$ 720.00
200	yd. mi.	Truck Haul	0.20	40.00
140	lin. ft.	12" Concrete Pipe	1.50	210.00
140	lin. ft.	18" Concrete Pipe	2.50	350.00
15	lin. ft.	30" Concrete Pipe	4.00	60.00
15	lin. ft.	36" Concrete Pipe	5.50	82.50
350	cu. yds.	1" - 0" Materials in Shoulders and Surfacing	1.50	525.00
170	cu. yds.	½" - 0" Rock in Footpaths	2.00	340.00
30	cu. yds.	Filler	0.50	15.00
30	yd. mi.	Hauling Filler	0.20	6.00
			Subtotal	$ 2,348.50
			10% Engr. & Cont.	234.85
			Total	$ 2,583.35

Length 1.858 miles
Cost per mile $1,390.39

SUMMARY OF FUNDS REQUESTED

Item	Total Cost	Federal Aid	State Funds
40' Roadway	$ 6,007.10	$ 3,664.33	$ 2,342.77
22' Roadway	62,918.90	38,380.52	24,538.38
Roadside Improvement	2,583.35	1,575.84	1,007.51
	$ 71,509.35	$ 43,620.69	$ 27,888.66

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.________

POST OFFICE BUILDING
PORTLAND, OREGON

July 20, 1936

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The P.S.& E. documents for Oregon Federal Aid Project 190-F, the Ashland-Neil Creek section of the Pacific Highway, have today been recommended for approval, subject to final review and approval by the Chief Engineer of the Bureau. This is your authority to advertise for bids.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO.

POST OFFICE BUILDING
PORTLAND, OREGON

August 5, 1936

1936

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence in award of contract, as of this date, for Oregon Federal Aid Project No. 190-F, Ashland-Tolman Creek section of the Pacific Highway, to the Mountain States Construction Co., Eugene, Oregon, who submitted the low bid.

Very truly yours,

W. H. LYNCH
District Engineer

By

F. E. Andrews
Sr. Highway Engineer

170-7

July 16, 1936.

Mr. W. J. Crosslin,
Route 1, Box 163,
Ashland, Oregon.

Dear Sir:

Further reference is made to your letter of June 10th, and to other subsequent correspondence relative to the well on your property in the vicinity of the Neil Creek Section of the Pacific Highway.

We have referred this letter to our engineers and are in receipt of reports to the effect that an investigation has been made and it has been discovered that this is not the first time that the well has gone dry; that it has gone dry in prior years, although usually a little bit later in the season.

We are also advised that during the construction work, no water was encountered in any of the operations, so that it is apparent that our construction work did not interfere with any clearly defined subterranean channels of water.

Under this state of facts, we regret to advise that we cannot legally advise the Commission that they have lawful authority to pay any claims or expend any State highway funds in remedying the situation, as the waters affected, if any were affected by the State operations, were underground percolating waters, and would not give rise to any legal liability.

As you are aware, the Commission must be able to point to a definite legal authority to expend State highway moneys before they are authorized to disburse the same.

Yours very truly,

JWD:FR

J. M. DEVERS

By

J. W. DeSOUZA
Assistant Attorney

cc P. P. Whitmore
R. H. Baldock
H. G. Smith
K. D. Lytle

FORM 8A-1 5M 11-35

COMMISSIONERS

HENRY F. CABELL, CHAIRMAN, PORTLAND

E. B. ALDRICH, PENDLETON

F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK

STATE HIGHWAY ENGINEER

SALEM

190-7

OREGON STATE HIGHWAY COMMISSION

SALEM

July 10, 1936

IN REPLY PLEASE
REFER TO FILE NO.

R. H. Baldock
State Highway Engr.
Salem, Oregon.

NOTED
State Highway Engineer

ATTN: H. G. SMITH

Dear Sir:

Herewith Extra Work Orders for Harold Blake's contract No. 1762 for Ashland-Neil Creek grading as follows:

1. Furnish manhole cover.

2. Timber structures and irrigation works.

3. Extra clearing at slides.

These three items are small and no increased authorization is requested.

We are retaining in this office the bills, payrolls and record of extra work bills. These will be attached to the final estimate when received from Whitmore and forwarded to the Salem office.

Very truly yours,

E. A. COLLIER
Division Engineer

cc. R. H. Baldock
cc. P. P. Whitmore

EAC:AF

FORM S-A-1 5M 11-35
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

July 10, 1936

IN REPLY PLEASE
REFER TO FILE NO.

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTN: J. W. DeSOUZA

Dear Sir:

NOTED
State Highway Engineer

In response to your letter of June 30th, concerning complaint of W. J. Crosslin that our grading operations on Neil Creek Section of the Pacific Highway have caused his well to go dry, you will find attached hereto Whitmore's report thereon; also a sketch showing location of well, Neil Creek and new grade.

The cut 850 feet south of the well was through sand stone and no water was struck during the grading operations and none shows at present. I think it is extremely doubtful if our grading operations had any effect on his well, which according to Whitmore is probably fed from Neil Creek.

I recommend that we deny responsibility and refuse to compensate.

Very truly yours,

E. A. COLLIER
Division Engineer

cc. R. H. Baldock
cc. H. G. Smith

EAC:AF

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

No. 8

IN YOUR REPLY PLEASE
REFER TO FILE NO.

POST OFFICE BUILDING
PORTLAND, OREGON

July 7, 1936

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Final inspection of Oregon WPMH 190-F, Ashland-Neil Creek Section, Pacific Highway, Jackson County, was made by a representative of this office on June 24, 1936. Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By LJCaufield
L. J. Caufield
Highway Engineer

FORM 8-K-1 1500 2-33

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

J. M. DEVERS
ATTORNEY

OREGON STATE HIGHWAY COMMISSION
SALEM

19 7

June 30, 1936

Mr. E. A. Collier
Division Engineer
Oregon State Highway Dept.
Roseburg, Oregon

Dear Sir:

We are in receipt of a communication from Mr. W. J. Crosslin in which he states that his well has gone dry on account of construction operations on the Neil Creek Section of the Pacific Highway south of Ashland.

Will you please let us have a report on this matter so that we will know how to communicate further with Mr. Crosslin? In this report we should be given as much information as it may be possible to secure relative to prior efficiency of the well.

Yours very truly,

J. M. DEVERS

By

J. W. DeSOUZA
Assistant Attorney

JWD:AE
cc Mr. R. H. Baldock
Mr. H. G. Smith
Mr. P. F. Whitmore

FORM 6-A-1 3M 11-35
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

IN REPLY PLEASE
REFER TO FILE NO.

7

Const
Projects
Primary

190 F

June 9th, 1936

NOTED

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTN: H. G. SMITH

Dear Sir:

I am submitting herewith special provisions and Engineer's Estimate for 1.86 miles of concrete pavement on the Ashland-Tolman Creek Section of the Pacific Highway. Plans for grading are shown on the Ashland-Neil Creek project, which Blake should finish this month.

In accordance with our discussion on recent trip together, I am submitting plans for two types of surfacing on the Ashland-Siskiyou Station Section as follows:

1. Concrete pavement 22 feet wide for the first 1.86 miles.
2. Bituminous Macadam B-12 22 feet wide for the remaining 8 miles.

I recommend concrete for the first section for the following reasons:

1. It is necessary to provide surfacing on this section for travel before winter.
2. Suitable material for concrete pavement is available at commercial plant at Ashland and from various bars on Bear Creek.
3. This section serves a thickly settled, irrigated area.
4. There are three soft stretches caused by either black soil or springy condition.
5. The nearest suitable material for bituminous macadam that I know of is located at station 388, about six miles south.

Very truly yours,

E. A. COLLIER
Division Engineer

cc. R. H. Baldock
EAC:AF

SPECIAL PROVISIONS

ASHLAND--TOLMAN CREEK PAVING

June 9th, 1936.

TIME AND PLACE OF RECEIVING BIDS

June or July.

DESCRIPTION OF WORK

The work for which bids are to be received and the work to be done under the contract if awarded consists of the construction of 1.86 miles of 22 foot Portland Cement Concrete Pavement and the performance of such additional and incidental work as is called for by the specifications and plans on the Ashland-Tolman Creek Section of the Pacific Highway in Jackson County.

The north end of the project is at station 11+88, which station is at the south end of the Normal School grounds in Ashland.

The south end of the project is at station 110, which station is approximately two miles south of Ashland.

CLASS OF PROJECT

Same as Turkey Hill Section

DATE OF COMPLETION

The work to be done under this contract shall be completed not later than Nov. 30th, 1936.

GRADING WORK

Work To Be Done:

The grading work to be done under this contract consists of the removal of such slide material as may come onto the roadbed either before or during the performance of the paving work and the building up of settled and eroded embankments or road approaches. The shaping of the top of the roadbed to the cross section indicated by the typical cross section plan will not be considered pay excavation. except sta. 12 to 15.

Standard Specification To Apply:

All grading work shall be performed and paid for in accordance with the standard specification for earthwork as given in section 8 of the standard specification form except as that specification is modified and supplemented by the provisions which follow:

Classification:

All pay excavation shall be classified on the single classification basis described in the standard specification for earthwork.

SPECIAL PROVISIONS

ASHLAND--TOLMAN CREEK PAVING

REMOVAL OF EXISTING PAVEMENT

Work To Be Done:

Under this item such areas of the existing asphaltic concrete pavement as must be removed in order to permit the construction of the new pavement to the grade and alignment desired shall be taken up and hauled to and deposited at such locations as the engineer may direct.

Measurement and Payment:

Payment for the removal of the old pavement in the manner specified will be made at the price bid per square yard for "Removal of Old Pavement" which price shall be understood to include and cover the cost of hauling, it being understood that the place of deposit will not be more than one mile from point of load.

SELECTED ROADBED TOPPING

Work To Be Done:

Same as Turkey Hill

Standard Specification to Apply:

Same as Turkey Hill

Materials:

Same

Sources of Suitable Rock and Gravel:

Gravel suitable for use in the topping is available from gravel deposits in and near Bear Creek about one mile east of the job. The right to take gravel or rock from whatever source the contractor may elect to use shall be acquired by the contractor and all royalties and other costs shall be borne by him.

Measurement and Payment:

Same as Turkey Hill.

PORTLAND CEMENT CONCRETE PAVEMENT

Standard Specification to Apply:

Same as Turkey Hill.

Preparation of Sub-Grade:

Same as Turkey Hill

SPECIAL PROVISIONS

ASHLAND--TOLMAN CREEK PAVING

Sand Cushion:

Between the time that the initial shaping and compacting of the gravel topping sub-grade is performed as specified in the standard specifications for perparation of sub-grade and concrete pavement and the time that the final planing of the sub-grade is performed, a cushion course of sand, fine gravel, fine crushed rock or decomposed granite shall be placed on the sub-grade. This sand cushion shall be furnished and placed as hereinafter specified under the heading "Sand Cushion".

Side Forms:

Same as Turkey Hill.

Expansion Joints:

Same as Turkey Hill.

Dowel Bars:

Same as Turkey Hill.

Contraction Joints and Longitudinal Joints:

Same

Pouring of Joints:

Same

Delayed Finish Required:

Same

Construction of Pavement in Strips:

Same

Surface Smoothness:

Same

Measurement and Payment

Same

JOINT FILLER MATERIAL

Same

SPECIAL PROVISIONS

ASHLAND—TOLMAN CREEK PAVING

SAND CUSHION

Materials:

The cushion course shall be constructed of clean sand, fine gravel or fine crushed rock or decomposed granite, all of which will pass a screen having ¼" square openings. It shall be constructed in a single course and shall be of such thickness between ½" and 1½" as is necessary to smooth up the sub-grade and provide a suitable surface on which to found the new pavement.

Details of Construction:

Same as Turkey Hill

Measurement and Payment:

Same

ROCK SHOULDERS

Work To Be Done:

Same

Cross Section:

Same

Materials:

Same

Preparation of Sub-grade:

Same

Details of Construction:

Same

Measurement and Payment:

Same

ROCK SURFACING

Work To Be Done:

Same

Specifications:

Same

Measurement and Payment:

Same

SPECIAL PROVISIONS

ASHLAND--TOLMAN CREEK PAVING

FILLER

Same as Turkey Hill

MISCELLANEOUS PROVISIONS

Provision For Traffic:

Same

Signs to be of Standard Designs:

Same

Sampling and Testing of Cement:

Same

Truck Loads to be Leveled:

Same

Printed Special Provisions:

Same

Payrolls:

Same

Schedule of Prformance:

The work to be performed under this contract shall be commenced by the contractor immediately and shall be conducted so that the pavement may have sufficient curing time and be opened for traffic on the specified completion date, Nov. 30th, 1936.

Arrangement For Transportation of Workers:

The contractor shall make satisfactory arrangements for the daily transportation of employees to and from a central location in the town of Ashland.
(Remainder of paragraph, same as Turkey Hill)

Employment Agency:

The employment agency through which the contractor is to obtain his labor as hereinbefore specified is the agency of the National Re-employment Servuce at Medford.

Additional Special Provisions:

Liquidated Damages to be Paid:

Special Printed Provisions:

SPECIAL PROVISIONS

R. A. COLLIER,
Division Engineer

ASHLAND--TOLMAN CREEK PAVING
Concrete Pavement 22' wide 1.66 Miles.

June 9, 1936.

ENGINEER'S ESTIMATE

Excavation, single class	500 Cu. Yd.	at $ .60	$ 300.
Removal of Old Pavement	500 Sq. Yd.	.30	150.
Selected Roadbed Topping	8500 Cu. Yd.	1.00	8500.
Concrete Pavement	24,000 Sq. Yd.	1.80	43200.
Expansion Joints	2500 lin. ft.	.20	500.
Contraction Joints	12300 lin. ft.	.04	492.
Dowels	12500 dowels	.15	1875.
Tie Bars	8600 lbs.	.05	430.
Sand Cushion	1100 C.Y.	1.50	1650.
1"-0" Shoulders & Surface	1300 C.Y.	1.50	1950.
Filler	200 C.Y.	.40	80.
Filler Haul	200 C.Y.M.	.20	40.
			$59,167.
Plus 10% for contingencies			5,933.
		Total --	$65,100.

EXTRA ITEM:--Asphaltic Concrete Pavement to connect
with old pavement, sta. 15 to be laid
by State Forces........................ ....$200.00

FORM 8-A-1 5M 1-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

IN REPLY PLEASE
REFER TO FILE NO.

April 25, 1936

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTN: H. N. HACKETT

NOTED
State Highway Engineer

Dear Sir:

Attached hereto you will find description of and Request To Purchase for extra right of way required on account of slide west of Neil Creek on the Pacific Highway south of Ashland.

Contractor Blake wishes to do whatever slide removal is necessary as soon as possible and I trust that a right of way man can be assigned to see Mr. Crosslin within the next week. Whitmore suggests that Mr. McCallister got along good with Mr. Crosslin on his last right of way deal.

This description covers additional 150 feet width on the west side of our present right of way from station 259 to station 261. The land is a timbered hillside and actual value would not amount to $25.00.

Superintendent Brown for contractor Blake objected somewhat to moving that part of the slide which has not yet slid into our roadbed. The slide consists of boulders and dirt. The cut I estimate at 90% solid and I told him we would give him the same classification for the slide material as it contains large boulders. This slide has occurred on the upper side of a cut about 40 feet deep and the ground has broke back for 100 feet and apparently depth of sliding area would be from ten to twenty feet and a rough estimate of volume necessary to move would be from three to five thousand yards. Some of the slide has come down into the cut but a large part of it is still above the cut but should be removed and can be moved cheapest while contractor has proper equipment at hand.

It is possible that Blake would make claim on the grounds that contract says "Such materials as may slide onto the highway roadbed". We could let this slide go and get some other contractor to clean it up later but material will be rattling down onto our grade every heavy rain and as we expect to surface this section soon, I plan to have contractor move this slide as soon as right of way mentioned above is acquired.

Very truly yours,

E. A. COLLIER
Division Engineer

cc. R. H. Baldock

EAC:AF

190-7

COST ANALYSIS TO APRIL 18, 1936

Apr. 22, 1936

PACIFIC HIGHWAY, ASHLAND-NEIL CREEK, GRADING CONTRACT 1762, PREFIX 15-1109

Harold Blake, Contractor
P. P. Whitmore, Resident Engineer

Item	Cost	Quantity	Unit Cost	Unit Bid	Gross Revenue
Clearing & Grubbing	$ 6,527.57	95%			$ 16,625.00
Trench Excavation	3,804.03	3,073 Cu. Yd.	1.24	2.50	7,682.50
Common Excavation	13,784.40	68,922 Cu. Yd.	0.20	0.26	17,919.72
Solid Excavation	43,786.48	61,853 Cu. Yd.	0.71	0.40	24,741.20
Overhaul	3,328.25	133,130 Yd. Sta.	0.025	0.015	1,996.75
Truck Haul	3,480.00	11,600 Yd. Mi.	0.30	0.15	1,740.00
Rounding Cut Banks	358.07	5,850 Lin. Ft.	0.061	0.10	585.00
8" Porous Drain Tile	278.89	738 Lin. Ft.	0.38	0.45	332.10
9" Perforated Corr. Iron Pipe	83.97	78 Lin. Ft.	1.08	1.40	109.20
12" Corr. Iron Pipe	41.56	30 Lin. Ft.	1.37	1.45	43.50
36" " " "	217.07	36 Lin. Ft.	6.05	5.00	180.00
18" " " "	2,971.02	1,411 Lin. Ft.	2.10	2.75	3,880.25
18" " " " XSTR	412.34	140 Lin. Ft.	2.94	3.56	498.50
18" " " Siphon Pipe	1,334.35	520 Lin. Ft.	2.57	2.60	1,352.00
18" Concrete Pipe	3,058.28	1,380 Lin. Ft.	2.22	1.75	2,415.00
24" " "	990.85	375 Lin. Ft.	2.64	2.40	900.00
24" " " XSTR	350.46	114 Lin. Ft.	3.08	2.70	307.80
30" " "	289.46	72 Lin. Ft.	4.02	3.40	244.80
36" " "	847.50	138 Lin. Ft.	6.14	5.00	690.00
Metal Ditch Liner No. 36	541.86	330 Lin. Ft.	1.64	1.33	438.90
Salvage Culvert Pipe	143.98	224 Lin. Ft.	0.64	1.00	224.00
Rock Backfill in Drains	464.91	285½ Cu. Yd.	1.63	2.00	571.00
Class "A" Concrete	615.36	31.11 Cu. Yd.	19.78	25.00	777.75
Class "D" Concrete	7,477.85	370.82 Cu. Yd.	20.17	26.50	9,826.73

Item	Cost	Quantity	Unit Cost	Unit Bid	Gross Revenue
Metal Reinforcement	$ 3,167.22	59,343 Lbs.	0.054	0.04	$ 2,373.72
12" Firewood Sold	1,147.50	153 Cords	-	Sold for 4.75	726.75
Total	$ 99,503.23				$ 97,182.17

Total Cost	$ 99,503.23
Gross Revenue	97,182.17
Net Loss	$ 2,321.06

Net Loss Equals 2.4% of Gross Revenue

COST ANALYSIS TO APRIL 18, 1936

Contract 1762, Prefix 15-1109

DETAIL COST

Labor:				
Supervision (Superintendent and Bookkeeper)			$ 2,754.16	
Labor			37,571.50	
State Industrial Accident Insurance			1,512.21	
				$ 41,837.87
Material:				
Cement for Box Culv. & Siphons (Portland)	696	Bbls. at 1.85	1,287.60	
Steel for Box Culverts (Portland)	56,760	Lbs. at 0.0306	1,736.86	
Waterstop for Box Culv. (Portland)	2,590	Lbs. at 0.07	181.30	
(Above materials hauled from Portland by Contractor)				
Mineral Aggregage for Box Culverts	530	C.Y. at 1.55	821.50	
(Contractor furnished Truck Drivers)				
Man Hole Covers	1	Ea. at 12.00	12.00	
8" Porous Drain Tile	738	L.F. at 0.21	154.98	
9" Perf. Corr. Iron Pipe	78	L.F. at 0.81	63.18	
9" " " " " Bands	3	Ea. at 1.10	3.30	
12" Corr. Iron Pipe	30	L.F. at 0.96	28.80	
12" " " " Bands	1	Ea. at 1.20	1.20	
36" " " "	36	L.F. at 4.22	151.92	
36" " " " "	1	Ea. at 4.02	4.02	
18" " " "	1,411	L.F. at 1.47	2,074.17	
18" " " " XSTR	140	L.F. at 2.19	306.60	
18" " " " Pipe Siphon	520	L.F. at 1.75	910.00	
18" " " " " Bands	76	at 2.03 Ea.	154.28	
18" Concrete Pipe	1,380	L.F. at 1.60	2,208.00	
24" " "	375	L.F. at 1.90	712.50	
24" " " XSTR	114	L.F. at 2.25	256.50	
30" " "	72	L.F. at 2.90	208.80	
36" " "	138	L.F. at 4.50	621.00	
Metal Ditch Liner No. 36	330	L.F. at 0.48	158.40	
Lumber for Irrigation Ditches			64.50	
				12,121.41
Equipment, Supplies and Miscellaneous:				
Equipment Rental			23,360.82	
Gas, Oil and Grease			5,573.00	
Explosives			8,420.00	
Freight & Cartage Move In			2,125.00	
Small Tools, Supplies & Misc.			2,550.50	
Drill Steel, Bits and Drilling Supplies			948.39	
Cable for Scrapers, Buggy & Shovel			525.50	
Form Lumber for Box Culverts			478.47	
Bond (1% of Gross Revenue)			964.56	
Liability and Property Damage			343.21	
Portland Office and General Expense			2,895.00	
Credit for Rock Drilled & Shot Ahead (11,000 c.y. at 0.24)			- 2,640.00	
				45,543.95
		TOTAL COST		$ 99,503.23

Contract 1762, Prefix 15-1109

REMARKS:

This contract was bid and awarded Nov. 9, 1935. Work was started Oct. 28, and to April 18, was about 73% complete.

Good progress has been made considering the formation of material excavated and the delay caused by rain, snow and mud. The contractor has plenty of the most modern equipment on the job and is rushing the work with two 7½-hr. shifts per day.

The common excavation in most cuts is underlaid with ledge sandstone or boulders. Three 12-yd. LeTourneau Scrapers and two 75 diesel cats are making good progress on common. When possible the underlying solid is loosened with a heavy ripper pulled with a 75 cat, and then material is excavated with cats and scrapers. Common excavation in cuts too wet or too full of solid and boulders for cats to handle is excavated with shovel and trucks.

The solid excavation consists of a formation of large boulders and ledge sandstone intermingled with earth and is difficult to drill and blast. Down holes are drilled and loaded heavily to shake and loosen the formation and then the large boulders are plugged and shot. About 0.8 pound of explosive is required per cu. yd. The cost of drilling and blasting is about 0.24 per cu. yd. The 1½ yd. diesel shovel loses considerable time wrestling with boulders too large to handle. The average output of the shovel is only about 55 cu. yds. per hour operating time.

80,000 man hours of employment is specified on this contract. This is a surplus of about 25,000 man hours when modern equipment is used. Hand labor has been used wherever practical; the trees removed in clearing were cut up into 12" stove wood; trench excavation, finishing and sloping is being done by hand labor. At present the contract is about 73% complete and 75% of the man hours have been used.

The contractor bid clearing and common excavation high and solid excavation low. The solid excavation will overrun and common will underrun by about 39,000 cu. yds. The contractor is losing money, and the loss will increase as work continues.

E. H. Clymer
Cost Analyst

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
Stencil No. 124 DISTRICT No. 1

IN YOUR REPLY PLEASE REFER TO FILE No. Oregon WPMH 190-F

POST OFFICE BUILDING
PORTLAND, OREGON

April 2, 1936

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the __________ project agreement and certificate for the above numbered project.

Very truly yours,

W. H. LYNCH
District Engineer

F. E. Andrews

By F. E. Andrews
Sr. Highway Engineer

Encls.

Tron

EH-A-1 862

Form P. R. 2

State Oregon

U. S. Wks.Prog.Highway

Project No. WPMH 190-F

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

UNITED STATES DEPARTMENT OF AGRICULTURE

WASHINGTON
GOVERNMENT PRINTING OFFICE
1933

Form P. R. 8

PROJECT AGREEMENT

Memorandum of Agreement made this 6th day of January, 1936 by and between the Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto; particularly the Emergency Relief Appropriation Act of 1935, approved April 8, 1935 (Public Res. No. 11, 74th Cong.):

Whereas the Highway Department of said State submitted on the 9th day of November, 1932, a project statement, which was approved by the Secretary on the 17th day of December, 1932, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for Section F of said project which were recommended for approval by the United States District Engineer on the 23rd day of September, 1935; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of one hundred thirty-seven thousand, five hundred fourteen and 19/100 dollars ($137,514.19) as the share of the United States payable under said act on account of Section F of said project, which ~~does not exceed the authorized Federal pro rata share of~~ is the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

8—5518

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State from funds appropriated under act approved April 8, 1935.
(Include date and citation of act of legislature by which authorized)

(*b*) From other sources
(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 11+88 on Main Street at the intersection of Wightman Street at the south end of Section D of said project in the city of Ashland, and survey station 282+30 in the SW 1/4 of Sec. 31, T. 39 S., R. 2 E., W.M., at the north end of Section A of said project,

, length 5.123 miles, in Jackson County, being Section F of Oregon U.S.Wks.Prog.Hwy. project No. WPMH 190, consisting of 5.123 miles of roadway and no bridges, ~~each~~ of more than 20 feet clear span, known ~~of a mile in length.~~ locally as the Ashland - Neil Creek section of the Pacific Highway, between official control points Ashland and the Oregon-California line near Hilt.

8—5518

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DISTRICT 1

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section F of said project shall not in any event exceed the sum of one hundred thirty-seven thousand, five hundred fourteen and 19/100 dollars ($137,514.19), certified to the Secretary of the Treasury as above mentioned, which ~~authorized Federal pro rata share of~~

~~dollars~~ is the approved total estimated cost of Section F of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to the State Treasurer

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon

(Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

~~In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.~~

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 41, Laws of 1927.

(Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the 21st day of March, 1936

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Henry L. Cabell

Chairman, State Highway Commission
(Title of officer)

By E B Aldrich

Member, State Highway Commission
(Title of officer)

By

Member, State Highway Commission.
(Title of officer)

By

(Title of officer)

By

(Title of officer)

SECRETARY OF AGRICULTURE,

By R. E. Boykin
Acting Chief, Bureau of Public Roads.

S—5518

FORM 8-A-1

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE

OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

The Secretary of the Treasury, and

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as U.S.Wks.Prog.Hwy. ~~F~~Project No. 190-F, State of Oregon.

Second. That in accordance with said provisions I have approved the sum of $ 137,514.19 as the total estimated cost of said project, and the sum of $ 137,514.19 as the share of the United States, payable under said acts on account of such project, which ~~does not exceed the authorized Federal~~ is ~~pro rata share of~~ said total estimated cost.

Done at the city of Washington, this 21st day of March one thousand nine hundred and thirty-six

Secretary of Agriculture,

By R. E. Boykin

Acting Chief, Bureau of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE: 1934 8—4000

RECEIVED

FORM 0-A-1 5M 1-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

190-7

Roseburg, March 21, 1936.

IN REPLY PLEASE
REFER TO FILE NO.

R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Attention: S. H. Probert,
Office Engineer.

Dear Sir:

I have taken the matter up with the Bureau of Public Roads, in regard to retro-active man hours for the six men certified by the NRS on the Ashland-Neil Creek Project, Contract No. 1742, Harold Blake, Contractor.

They say to submit such hours as having been overlooked on previous payrolls.

Very truly yours,

Ray Webber

Ray Webber,
Labor Regulations Engineer.

RW/RBS

cc
R. H. Baldock
H. G. Smith
E. A. Collier

NOTED

FORM 5-A-1 5M 1-35
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

C-2-a-13

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

March 21, 1936

IN REPLY PLEASE
REFER TO FILE NO.

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTN: S. H. PROBERT

Dear Sir:

In response to your letter of March 5th, concerning deficiency in labor furnished to date on two projects, will report as follows:

On the Ashland-Neil Creek project, Whitmore has talked over with Ed. Brown, Superintendent for Harold Blake, the deficiency in labor furnished to date and he intends to use the full quota of man hours as assigned, there being left considerable sloping and rounding and roadbed and ditch finishing work to do. If necessary, he states that part of the grading work left to do will be done by hand labor methods.

Regarding the Awbrey-Eugene and Junction City-Siuslaw Junction projects, E. E. Johnston reports that the deficiency has been repeatedly called to the contractor's attention who recognizes the seriousness of the condition. They have been unable to improve this condition due to weather but during the past two weeks they have been doing considerable grading, opening cuts and building fills and ditches which require quite a little sloping and finishing. The contractor is also using hand labor in preparation of the top soil piles and will load and spread the top soil by hand.

Johnston thinks the deficiency in man hours should show a considerable decrease in the next month on the Junction City-Eugene project. The Awbrey-Eugene Section has had very little work done on it since the clearing but they started grading operations March 10th. The contractors consider their opportunity to use man hours will come on the sloping and top soil placing. They bid high on clearing with very little work to be done.

Neither of the contractors is apparently seeking to avoid providing the labor specified.

Very truly yours,

E. A. COLLIER
Division Engineer

cc. R. H. Baldock
EAC:AF

NOTED

FORM [illegible] 1-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

112-2f

190-7

March 10, 1934.

IN REPLY PLEASE REFER TO FILE NO.

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTENTION: C. B. McCULLOUGH

Dear Sir:

I am writing up plans for the Ashland - Neil Creek section of the Siskiyous in anticipation of next years work. We have an 8x8 concrete box planned for Neil Creek with floor and standard wingwalls. The maximum fill is forty feet. I do not have any recent 8x8 concrete box design from which to estimate yardage and would appreciate receiving a plan for 8x8 box with fill up to forty feet or a statement of the cubic yards of concrete and pounds of steel per foot of barrels under fills from ten to forty feet deep; also concrete and steel in headwalls. Shortly I will send in vicinity map but would like to send in an estimate of the quantities.

Very truly yours,

E. A. Collier
Division Engineer

cc. R. H. Baldock
EAC:AW

190-7

March 5, 1936

Mr. E. A. Collier
Highway Division Engineer
Roseburg, Oregon

Dear Sir:

In looking over our employment tabulations, we note a considerable deficiency in the labor furnished to date on the Ashland-Neil Creek Project. The work on that project is now approximately 54 per cent complete, while the amount of unskilled and intermediate grade labor furnished is only 45 per cent of the amount required by the contract.

Considerable deficiencies show up also on the Aubrey-Eugene Project and the Junction City-Siuslaw Junction Project. The first mentioned of these projects is 3.3 per cent complete, with only 0.4 per cent of the required labor furnished. The second mentioned of these projects is 30.5 per cent complete, with only 12.8 per cent of the required labor furnished.

These situations should be called to the attention of the contractors so they may be remedied before the work is too far along to make that possible.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:ER

cc E. G. Smith
F. P. Whitmore
E. E. Johnston

FORM 5-A-1 5M 1-35

COMMISSIONERS

HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

190-7

OREGON STATE HIGHWAY COMMISSION

SALEM

March 2nd, 1936

IN REPLY PLEASE REFER TO FILE NO.

Mr. E. A. Collier
Division Engineer
State Highway Dept.
Roseburg, Oregon

NOTED
State Highway Engineer

Dear Sir:

In response to your letter of February 28th, requesting a copy of the option from W. R. Kincaid, wish to advise that owing to difficulties involved there was no option taken for the property. However, we are attaching hereto copies of correspondence and report on negotiations which are self-explanatory.

Very truly yours,

R. H. BALDOCK
STATE HIGHWAY ENGINEER

By

H. G. Smith
Construction Engineer

Dictated by
H. N. Hackett
R

cc to: R. H. Baldock
P. P. Whitmore

Ashland - Neil Creek Sec

Form 5-5-1 5M 11-36
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

130-7

Feb. 24, 1938

IN REPLY PLEASE REFER TO FILE NO.

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTN: J. M. DEVERS

Dear Sir:

Attached hereto you will find correspondence relating to the movement of the Mamie E. Venable house at Neil Creek on the Ashland-Neil Creek Section.

Mr. DeSouza's letter of Sept. 3rd, to Mrs. Venable requests her to move her house from the right of way and states that when this is accomplished, the State will pay her the additional consideration of $285.00. This is a satisfactory way of handling such situations. However, in November, Mr. Kneass wrote to L. E. Caul and Mr. McCallister wrote to Whitmore, both of which letters are attached, to the effect that the State is to pay for this moving job. This arrangement nearly always leads to arguement and additional cost to the State. In the present case the facts are as follows:

Mr. Caul has moved the house off the right of way. It took him and his men approximately 354 man hours to do this work and Whitmore reports that the house was dropped once during the moving. The house is now placed on cribbing. Prior to the moving operation, a few windows were shot out by the grading contractor and all the windows were then removed and placed in the kitchen. The grading contractor has on hand, sufficient glass to replace all broken windows and will do this as soon as danger from blasting is over. The paper roof on the house was blown off during a wind storm according to the owner and rain has loosened the plaster throughout the house and some of it has fallen. The plaster apparently was in poor condition before the moving started and it is probable that it was injured considerably during the moving and the rain has practically ruined the plaster.

Mrs. Venable refuses to sign the release. Mr. Caul wants his money for moving the house and I suggest that a right of way man call on Mrs. Venable or Mr. Blair, who handles her business, and attempt an adjustment. If at all possible, the preferable arrangement would be to pay Mrs. Veneable $285.00 and let her settle with the moving contractor.

Our grading contractor, Mr. Blake, will completely repair the windows. The loss of the paper roof and plaster throughout the house is a considerable item and Mr. Whitmore thinks the responsibility for this rests on either the moving contractor or the owner and the owner probably thinks the responsibility rests on the State.

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

RECEIVED
FEB 25 1936
OREGON
STATE HIGHWAY COMMISSION

NOTED
State Highway Engineer

-2- J. M. Devers Feb. 24, 1936

IN REPLY PLEASE
REFER TO FILE NO.

I wish to suggest that whenever it is at all possible, the State pay the owner for such moving of buildings and fences as is necessary, rather than to move them ourselves.

If I can be of further service in the matter please advise.

The division office should have been sent a copy of the letter to Mr. Whitmore dated November 25th, 1935.

Very truly yours,

E. A. COLLIER
Division Engineer

cc. R. H. Baldock
cc. H. G. Smith
cc. P. P. Whitmore

EAC:AF

RH Baldock

190-7

February 29th, 1936

COST ANALYSIS TO FEBRUARY 22, 1936

NOTED

Ashland-Neil Creek Section, Pacific Highway, Grading, Contract 1762,
Prefix 15-1109

Harold Blake, Contractor
P. P. Whitmore, Resident Engineer

Item	Cost	Quantity		Unit Cost	Unit Bid	Gross Earned
Clearing & Grubbing	$ 6,312.28	90%				$ 15,750.00
Trench Excavation	3,397.15	2,513	Cu. Yd.	1.35	2.50	6,282.50
Common Excavation	9,878.00	44,900	Cu. Yd.	0.22	0.26	11,674.00
Solid Rock Excavation	21,487.69	30,600	Cu. Yd.	0.70	0.40	12,240.00
Overhaul	1,887.50	75,500	Yd. St.	0.025	0.015	1,132.50
Truck Haul	1,800.00	6,000	Yd. Mi.	0.30	0.15	900.00
Rounding Cut Banks	150.53	3,300	L.F.	0.046	0.10	330.00
8" Porous Drain Tile	239.05	646	L.F.	0.37	0.45	290.70
9" Perf. C.I. Pipe, Uncoated	84.25	78	L.F.	1.08	1.40	109.20
12" Corr. Iron Pipe	41.10	30	L.F.	1.37	1.45	43.50
36" " " "	217.80	36	L.F.	6.05	5.00	180.00
18" C.I. Pipe, Prot. Invert	2,606.20	1,247	L.F.	2.09	2.75	3,429.25
18" E.S., C.I. Pipe "	411.60	140	L.F.	2.94	3.56	498.40
18" Concrete Pipe	2,763.90	1,245	L.F.	2.22	1.75	2,178.75
24" Concrete Pipe	997.55	375	L.F.	2.66	2.40	900.00
24" E.S. Concrete Pipe	353.40	114	L.F.	3.10	2.70	307.80
30" Concrete Pipe	295.20	72	L.F.	4.10	3.40	244.80
36" Concrete Pipe	848.70	138	L.F.	6.15	5.00	690.00
Salvaging Culvert Pipe	119.05	186	L.F.	0.64	1.00	186.00
Rock Backfill in Drains	233.10	126	Cu. Yd.	1.85	2.00	252.40
Class "A" Concrete	63.85	3.14	C.Y.	20.33	25.00	78.50
Class "D" Concrete	6,972.15	342.97	C.Y.	20.33	26.50	9,088.70

Item	Cost	Quantity	Unit Cost	Unit Bid	Gross Earned
Cement Adjustment (Under run 26½ bbls at $2.85)					74.81 Cr.
Metal Reinforcement	$ 3,044.25	55,350 Lbs.	0.055	0.04	2,214.00
12" Firewood Sold	1,125.00	150 Cords	7.50	Sold for 4.75	712.50
Contractor is shy 4304 man hours, which will have to be made up.	2,367.20	4,304 Man Hours	0.55		
	$ 67,696.50				$ 69,638.69

Gross Earned	$ 69,638.69
Total Cost	67,696.50
Net Profit	$ 1,942.19

Net Profit Equals 2.8% of Gross Earned

DETAILS OF COST

Labor:

Supervision	$2,830.85	
Labor	24,475.75	
State Industrial Accident Insurance	1,025.87	$ 28,332.47

Material:

Cement for Box Culvert Pipe	607	Bbls.	at	1.95	1,183.65	
Steel " " "	53,250	Lbs.	at	0.0306	1,629.45	
Waterstop " "	2,350	Lbs.	at	0.07	164.50	
(Above material hauled from Portland by Contractor)						
Mineral Aggregate for Box Culv.	480	C.Y.	at	1.55	744.00	
(Contractor furnished truck drivers)						
Manhole Covers	1	Each	at	12.00	12.00	
8" Porous Drain Tile	646	L.F.	at	0.21	135.66	
9" Perf. Corr. Iron Pipe	78	L.F.	at	0.81	63.18	
9" Perf. Corr. Iron Pipe Bands	3	Each	at	1.10	3.30	
12" Corr. Iron Culv. Pipe	30	L.F.	at	0.96	28.80	
12" " " " " Bands	1	Each	at	1.20	1.20	
36" Corr. Iron Culv. Pipe	36	L.F.	at	4.22	151.92	
36" " " " " Bands	1	Each	at	4.02	4.02	
18" Corr. Iron Culv. Pipe	1,247	L.F.	at	1.47	1,833.09	
18" " " " " E.S.	140	L.F.	at	2.19	306.60	
18" " " " " Bands	53	Each	at	2.03	107.59	
18" Concrete Pipe	1,245	L.F.	at	1.60	1,992.00	
24" " "	375	L.F.	at	1.90	712.50	
24" " " E.S.	114	L.F.	at	2.25	256.50	
30" " "	72	L.F.	at	2.90	208.80	
36" " "	138	L.F.	at	4.50	621.00	$ 10,159.76

Equipment Rental, Supplies & Miscellaneous:

Equipment Rental	$ 15,092.20	
Gas, Oil & Grease	3,610.50	
Explosives (Used to February 22nd)	7,017.50	
Freight and Cartage, Move In & Out	1,750.00	
Small Tools, Supplies & Miscellaneous	2,045.00	
Drill Steel, Bits & Drilling Supplies	658.08	
Cable for scrapers, buggy & shovel	412.83	
Form Lumber	444.05	
Bond	698.01	
Liability Insurance	218.90	
Portland Office & General Overhead	2,090.00	
Shortage on Man Hours, 4,304 at 55 cts.	2,367.20	
Rock Drilled & Shot Ahead (30,000 cu. yds. at 0.24)	Cr. 7,200.00	$ 29,204.27

COST GRAND TOTAL........................ $ 67,696.50

REMARKS:

This contract was bid and awarded October 9th, 1935. Work was started October 28th, and to February 22nd, 1936, was about 56% complete.

Good progress has been made considering the formation of material to be excavated, and the delay caused by advance winter weather. The contractor has plenty of the most modern equipment on the job and is rushing the work as rapidly as possible with two five-hour shifts per day.

The common excavation in most cuts is underlaid with ledge sandstone and boulders. Six 12-yard LeTourneau Scrapers and four 75 diesel cats make excellent progress on common excavation when not too wet. When possible the underlying solid is loosened with a large ripper, pulled with a 75 H.P. cat, and then is excavated with cats and scrapers. The cats and scrapers do not stand up under the abuse required in moving solid and boulders, and the breakdowns are frequent and the repair bills large. Common excavation in cuts too wet or too full of boulders for cats and scrapers to handle is excavated with shovel, trucks and buggy.

The solid excavation, consisting of a formation of large boulders and ledge sandstone intermingled with earth, is difficult to drill and blast. Down holes are drilled and loaded heavily to shake and loosen the formation and then the large boulders are plugged and shot. About 0.8 lb. of explosive is required per cu. yd., and the cost of drilling and blasting is about $0.24 per cu. yd. The shovel loses considerable time in moving boulders too large to handle out of the way. The output for the 1½-yd. diesel shovel is only about 51 cu. yds. per hour.

This project is an Alternate Plan Works Program project, and 80,000 man hours of employment to persons who have been certified for assignment to the work by the U.S. Employment Service must be provided. This is a surplus of about 35,000 man hours for this job when modern equipment is used. Hand labor has been used wherever practical; the trees removed in clearing were cut up into 12" stove wood; trench excavation, sloping and finishing are being done with hand labor. At present the contract is about 55.84% complete, and only 50.46% of the specified man hours have been used, a difference which amounts to 4304 man hours. The entire crew, with the exception of the superintendent, have been certified for employment by the Employment Bureau.

E. H. Clymer
Cost Analyst

nuary 23rd, 1936

COST ANALYSIS TO JANUARY 18, 1936

Pacific Highway, Ashland-Neil Creek Section, Grading, Contract 1762,
Prefix 15-1109

Harold Blake, Contractor
P. P. Whitmore, Resident Engineer

Item	Cost	Quantity	Unit Cost	Unit Bid	Gross Revenue
Clearing & Grubbing	$ 6,510.85	90%		Lump Sum	$ 15,750.00
Trench Excavation	2,455.50	1,355 C.Y.	1.81	2.50	3,387.50
Common Excavation	6,880.00	28,700 C.Y.	0.24	0.26	7,462.00
Solid Rock Excavation	8,511.00	8,600 C.Y.	0.99	0.40	3,440.00
Overhaul	990.00	33,000 Y.St.	0.03	0.015	495.00
Truck Haul	1,050.00	3,500 Y.Mi.	0.30	0.15	525.00
Rounding Outbanks	103.50	3,300 L.F.	0.032	0.10	330.00
9" Corr. Iron Pipe Perforated	83.95	78 L.F.	1.08	1.40	109.20
8" Porous Drai~~l~~ Tile	230.90	629 L.F.	0.367	0.45	283.05
18" Corr. Iron Culvert Pipe	2,605.65	1,244 L.F.	2.09	2.75	3,421.00
18" Corr. Iron Culv. Pipe XSTR	412.35	140 L.F.	2.94	3.56	498.40
18" Concrete Pipe	2,639.85	1,191 L. F.	2.22	1.75	2,084.25
24" Concrete Pipe	997.70	375 L. F.	2.66	2.40	900.00
24" Concrete Pipe XSTR	363.00	117 L. F.	3.10	2.70	315.90
30" Concrete Pipe	295.40	72 L. F.	4.10	3.40	244.80
36" Concrete Pipe	840.60	138 L. F.	6.09	5.00	690.00
Salvage Culvert Pipe	106.15	186 L. F.	0.57	1.00	186.00
Rock Back Fill	160.80	86.5 C.Y.	1.85	2.00	173.40
Class "A" Concrete	61.00	3 C.Y.	20.33	25.00	75.00
Class "D" Concrete	6,948.35	341.73 C.Y.	20.33	26.50	9,055.85
Metal Reinforcement	2,638.40	52,850 Lbs.	0.05	0.04	2,114.00
Wood Sold	1,125.00	150 Cds.	7.50	Sold for 4.75	712.50
Contractor is shy 5912 man hours which will have to be made up......................	3,251.60	5,912 M.H.	0.55		
	$ 49,261.55				$ 52,252.85

Gross Revenue	$ 52,252.85
Total Cost	49,261.55
Net Profit	$ 2,991.30

Net Profit Equals 5.7% of Gross Revenue

January 23rd, 1936

COST ANALYSIS TO JANUARY 18, 1936

Pacific Highway, Ashland-Neil Creek Section, Grading,
Contract 1762, Prefix 15-1109

Harold Blake, Contractor
P. P. Whitmore, Resident Engineer

DETAILS OF COST

Labor:

Supervision	$ 2,472.53	
Labor	17,052.79	
State Industrial Accident Insurance	732.20	
		$ 20,257.52

Material:

Hauled by Contractor	(Cement for Box Culvert, Portland	605	Bbls. at $1.85	1,119.25	
	(Steel for Box Culvert, Portland	52,850	Lbs. at 3.06	1,617.21	
	(Water Stop for Box Culvert, Portland			60.80	
	Min. Agg., Contractor furnished Truck Drivers	480	C.Y. at 1.55	744.00	
	8" Porous Drain Tile	629	L.F. at 0.21	132.09	
	9" Corr. Iron Pipe Perforated	78	L.F. at 0.81	63.18	
	9" Corr. Iron Pipe Bands	3	at 1.10	3.30	
	18" Corr. Iron Pipe (Culvert)	1,244	L.F. at 1.47	1,828.68	
	18" Corr. Iron Culv. Pipe XSTR	140	L.F. at 2.19	306.60	
	18" Corr. Iron Culv. Pipe Bands	53	at 2.03	107.59	
	18" Concrete Culvert Pipe	1,191	L.F. at 1.60	1,905.60	
	24" Concrete Culvert Pipe	375	L.F. at 1.90	712.50	
	24" Concrete Culvert Pipe XSTR	117	L.F. at 2.25	263.25	
	30" Concrete Culvert Pipe	72	L.F. at 2.90	208.80	
	36" Concrete Culvert Pipe	138	L.F. at 4.50	621.00	
					$ 9,693.85

Equipment, Supplies & Miscellaneous:

Equipment Rental	$9,248.20	
Gas, Oil & Grease	2,609.50	
Explosives (Used to Jan. 18th)	4,500.00	
Freight & Cartage, Move In and Out (20%)	725.00	
Small Tools, Supplies & Misc.	1,775.00	
Drill Steel, Bits and Drilling Supplies	504.28	
Cable for Scraper, Buggy & Shovel	325.00	
Form Lumber	444.05	
Bond 1% of Revenue	515.40	
Liability Insurance	165.90	
Portland Office Expense 3%	1,546.20	
Shortage on Man Hours (5912 M.H. at 0.55)	3,251.60	
Credit for Rock Drilled & Shot Ahead (21,00 C.Y. at 0.30)	- 6,300.00	
		$19,310.13

Cost Grand Total $ 49,261.55

January 23rd, 1936

COST ANALYSIS TO JANUARY 18, 1936

Pacific Highway, Ashland-Neil Creek Section, Grading, Contract
1762, Prefix 15-1109

Harold Blake, Contractor
P. P. Whitmore, Resident Engineer

REMARKS:

This contract was bid and awarded October 9th, 1935. Work was started October 28th, and to January 18th, was about 41% complete.

Good progress has been made considering the formation of material to be excavated and the adverse winter weather, which has caused considerable delay. The contractor has a surplus of modern equipment on the job and is rushing the work as rapidly as possible.

The common excavation in most cuts is underlaid with ledge sandstone and boulders. Six 12-yard LeTourneau scrapers and four 75 H.P. diesel cats make excellent progress on common excavation when not too wet. When possible the underlying solid is loosened with a large ripper pulled with a 75 H.P. cat and then moved with cats and scrapers. The cats and scrapers do not stand up under the abuse required in moving solid, and the breakdowns are frequent and the repair bills high. Common in cuts too wet or too full of boulders for cats and scrapers to handle was excavated with shovel and buggy.

The solid excavation, consisting of a glacial formation of huge boulders and ledge sandstone intermingled with dirt, is difficult to drill and blast. Down holes are drilled and loaded heavily to shake and loosen the formation and then the large boulders and pieces of rock are plugged and shot. About one pound of explosive is required per cubic yard, and the cost of drilling and blasting is about $0.30 per cubic yard. The shovel loses considerable time in moving the pieces too large to handle offside. The output for the 1½ cubic yard diesel shovel and one 25 cubic yard LeTourneau buggy and two ~~55~~ 5 cubic yard trucks is only about 45 cubic yards per hour operating time, and the cost is therefore high.

This project is an Alternate Plan Works Program Project, and 80,000 man hours of employment to persons who have been certified for assignment to the work by the U. S. Employment Service must be provided. This is a surplus of about 40,000 man hours for this job when modern equipment is used. Part of this surplus labor has been used to cut the timber removed in clearing into 12 inch stove wood. The clearing is practically complete, and the remaining surplus labor will be used in excavating and finishing with hand labor. At present the contract is about 41.25% complete and only 33.86% of the specified man hours have been used, a difference which amounts to 5912 man hours.

The contractor's bid on this contract is out of balance. Clearing was bid high, and the solid excavation was bid low. The clearing is now 90% complete, and the solid excavation is only about 15% complete, with the result that the job now shows a profit, but the contractor will probably suffer a considerable loss on this contract by the time it is finished.

E. H. Clymer
Cost Analyst

FORM S-A-1 5M 9-33
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

IN REPLY PLEASE
REFER TO FILE NO.

December 16th, 1935

Mr. E. A. Collier
Division Engineer
Roseburg, Oregon

NOTED
State Highway Engineer

Dear Sir:

I find that the reason why the concrete culverts on the Ashland-Neil Creek Section were not reinforced at the ends was due to the failure of the contractor to order them as separate culverts. He evidently merely ordered so many lineal feet of pipe in certain lengths. In the future please furnish Mr. Finkbiner with a copy of the lengths and station numbers of culverts which is furnished to the contractor. He will then give these to his inspector, who will have the data to make a more intelligent inspection of the culverts.

Very truly yours,

R. H. BALDOCK
STATE HIGHWAY ENGINEER

By

H. G. Smith
Construction Engineer

HGS:AR

cc to: R. H. Baldock

FORM 6-A-1 6M 3-35
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

IN REPLY PLEASE
REFER TO FILE NO.

1907.

Dec. 2, 1935

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTN: J. M. DEVERS

Dear Sir:

On the Ashland-Neil Creek Section we secured part of the right of way at Neil Creek from Mrs. Manie Venable. The Copco have a power line extending across this right of way. The power line is located along the County road up to the lower side of our right of way where it leaves the County road and crosses the creek and was on private property across the new location of the highway.

Nothing appears in the option about this pole line. Under the circumstances I presume that the State, even though they have secured warranty deed, did not pay for moving this line and it is my opinion the State should now pay the Copco to rearrange their pole line. It will be necessary to set two new poles, one of which will be in our high fill 40 feet out from center line. It will also be necessary to make some temprary arrangement pending construction of the fill. I presume the cost would not exceed $200.00 and might be less.

Copco has been put to some expense on account of the contractor's blasting operations. This expense it seems to me, the contractor should pay but the expense for moving pole line should be up to the State. Please advise if this is correct.

Also wish to suggest that hereafter when right of way is secured the right of way agent take into consideration easements, either written or oral for telephone and power pole lines across the property under consideration.

Very truly yours,

E. A. COLLIER
Division Engineer

cc. R. H. Baldock
cc. H. G. Smith
cc. P. P. Whitmore

EAC:AWF

FORM 8-A-4 5M 9-35

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

Nov. 12, 1935

IN REPLY PLEASE
REFER TO FILE NO.

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTN: H. G. SMITH

NOTED
[illegible] Engineer

Dear Sir:

Attached hereto you will find approved copy of the sub-contract between Harold Blake, who has undertaken highway contract #1762, and O. E. Joelson, who undertakes to construct the concrete box culverts. This is the first sub-contract on this job; it is for less than 20% of the total and Joelson is an experienced concrete culvert sub-contractor, having built the culverts on von der Hellen's and Berke's jobs and performed this type of work elsewhere in a satisfactory manner.

I have approved the sub-contracts and returned one copy to Harold Blake.

Very truly yours,

E. A. COLLIER
Division Engineer

cc. R. H. Baldock
cc. Harold Blake
cc. P. P. Whitmore

EAC:AWF

November 1, 1935

Mr. R. A. Collier
Highway Division Engineer
Roseburg, Oregon

Dear Sir:

In reply to your letter of October 31st, this will advise that the diameter of No. 36 metal flume is 22.92 inches.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:ER

cc F. P. Whitmore

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF E. A. COLLIER, DIVISION ENGINEER
ROSEBURG, OREGON

Oct. 31, 1935.

R. H. Baldock
State Highway Engr.
Salem, Oregon.
ATTN: S. H. PROBERT

Dear Sir:

On page 13 of the Ashland-Neil Creek special provisions is listed size number and diameter of metal flume. The diameter of No. 36 is not given although flume of this number is to be used on the job and is listed in the contract items.

22.92"

Please advise Resident Engineer Whitmore and this office the diameter of No. 36 flume.

Very truly yours,

E. A. COLLIER
Division Engineer

By CD Cannon
C. D. Cannon
Office Engineer

cc. R. H. Baldock
cc. P. P. Whitmore
CDC:AWF

October 30, 1935

Mr. Harold Blake
400 N. Thompson Street
Portland, Oregon

Dear Sir:

We are sending to you today by express a fully executed copy of Contract No. 1762, awarded to you on October 9, 1935, for 5.12 mile grading on the Ashland-Neil Creek Section of the Pacific Highway in Jackson County.

This copy is for your records and files.

Very truly yours,

Secretary

MBL

1907

October 29, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement for the Ashland-Neil Creek Section, U. S. Works Program Project No. WPH 190-F.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department

U. S. Works Program
Alternate Plan Project
No. WPMH 190-F

ASHLAND-NEIL CREEK SECTION OF THE PACIFIC HIGHWAY IN JACKSON COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, October 25, 1935

All Required		Clearing and Grubbing		$ 17,500.00
2,300	cu. yds.	Trench Excavation	$ 2.50	5,750.00
148,000	cu. yds.	Common Excavation	0.20	38,480.00
61,000	cu. yds.	Solid Rock Excavation	0.40	24,400.00
289,000	yd. sta.	Overhaul	0.015	4,335.00
19,000	yd. mi.	Truck Haul	0.15	2,850.00
5.12	miles	Finishing Roadbed and Slopes	300.00	1,536.00
31,000	lin. ft.	Rounding Cutbanks	0.10	3,100.00
1,000	lin. ft.	8-inch Porous Drain Tile	0.45	450.00
250	lin. ft.	9-inch Perforated Corr. Iron Pipe, Uncoated	1.40	350.00
650	lin. ft.	12-inch Corr. Iron Pipe	1.45	942.50
40	lin. ft.	36-inch Corr. Iron Pipe	5.00	200.00
1,700	lin. ft.	18-inch Corr. Iron Pipe, Protected Invert	2.75	4,675.00
110	lin. ft.	18-inch Extra Strength Corr. Iron Pipe, Protected Invert	3.56	391.60
110	lin. ft.	18-inch Corr. Iron Siphon Pipe	2.60	286.00
180	lin. ft.	24-inch Corr. Iron Siphon Pipe	3.25	585.00
230	lin. ft.	12-inch Concrete Pipe	1.50	345.00
1,040	lin. ft.	18-inch Concrete Pipe	1.75	1,820.00
300	lin. ft.	24-inch Concrete Pipe	2.40	720.00
120	lin. ft.	24-inch Extra Strength Concrete Pipe	2.70	324.00
80	lin. ft.	30-inch Concrete Pipe	3.40	272.00
140	lin. ft.	36-inch Concrete Pipe	5.00	700.00
380	lin. ft.	Metal Ditch Lining No. 30	1.25	475.00
220	lin. ft.	Metal Ditch Lining No. 36	1.33	292.60
220	lin. ft.	Metal Ditch Lining No. 48	1.56	343.20
70	lin. ft.	Salvaging Culvert Pipe	1.00	70.00
150	cu. yds.	Rock Backfill in Drains	2.00	300.00
16	cu. yds.	Class "A" Concrete	25.00	400.00
400	cu. yds.	Class "D" Concrete	26.50	10,600.00
63,000	lbs.	Metal Reinforcement	0.04	2,520.00
			Subtotal	$ 125,012.90
			10% Engr. & Cont.	12,501.29
			Total	$ 137,514.19

Length	5.123 miles
Cost per mile	$ 26,842.51

Estimated labor	92,000 man-hours
Estimated Cost of Labor	$ 55,000
Estimated Cost of Materials	$ 10,000

WPGH Funds Requested -$ 137,514.19

State Funds for Constr: Chap. 175, laws 1917; Chap. 31, laws 1920
State Funds for Maint: Chap. 41, laws 1927

FORM 5-A-1 22686 2M 6-35

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

1907

Oct. 19, 1935

IN REPLY PLEASE REFER TO FILE NO.

RECEIVED
OCT 21 1935
OREGON
HIGHWAY COMMISSION

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTN: H. G. SMITH

Dear Sir:

Please note on the Ashland-Neil Creek Section that the contractor bid $2.75 for 18" corrugated iron pipe protected invert and $1.75 for 18" concrete pipe. I doubt if the iron pipe is any better than the concrete for this job. Do you think it will be allowable to request the contractor to use all 18" concrete pipe? The price for the other sizes of iron and concrete pipe are quite close.

It would also appear that on future contracts the State should have some protection against high prices on alternate types of pipe.

Very truly yours,

E. A. COLLIER
Division Engineer

cc. R. H. Baldock

EAC:AWF

FORM 9-A-1 5M 9-35
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

1907

October 17, 1935

IN REPLY PLEASE
REFER TO FILE NO.

Mr. E. A. Collier,
Division Engineer,
Roseburg, Ore.

Dear Sir:

I note correspondence between Mr. Devers and E. H. Judd, Secretary of the Rogue River Valley Irrigation District, a copy of which was sent to you.

I had overlooked the fact that you have relocated ditches on the highway right of way between Ashland and Neil Creek, and wish to advise you that this practice is not desirable. We have had a great deal of experience with irrigation in Eastern Oregon and for many years the practice has been to secure an independent right of way easement for the ditches where they must parallel the highway. In cases where they could not be forced from the existing right of way (and we were rarely able to make them move on account of their financial poverty) we found it advisable to reconstruct them entirely off the highway right of way. Unless a very unusual situation exists over only a small distance, please locate all ditches outside normal right of way.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

HGS/H

CC to
R. H. Baldock

October 11, 1938

Mr. J. M. Devers
Office

Dear Sir:

I was advised by H. G. Smith, Construction Engineer, that all rights of way had been acquired for projects awarded on October 8 and 9. However, Smith later advised me that there was some question about the right of way on the Ashland-Neil Creek Section of the Pacific Highway immediately south of Ashland. The contract has been awarded and I would appreciate your giving the matter your immediate attention and filing condemnation suits in all cases where an agreement has not been reached.

Very truly yours,

State Highway Engineer

RHB:HI

cc Mr. H. G. Smith
Mr. E. A. Collier

OCTOBER 11, 1935

Mr. Harold Blake,
400 North Thompson Street,
Portland, Oregon.

Dear Sir:

This letter is to inform you that the State Highway Commission approved and accepted the bid submitted by you on October 9 for grading on the Ashland-Neil Creek Section of the Pacific Highway, Jackson County, your bid of $125,812.90 being the low bid submitted for that work.

This letter is your authority and our request to commence grading operations immediately. Contract forms will be sent to you shortly for execution.

You are also requested to immediately notify the U. S. Reemployment Service of the approximate time work will begin, and the number and classification of laborers needed for such work.

Yours very truly,

STATE HIGHWAY COMMISSION

BY

Secretary

HBC:D

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREGON

October 9, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence in award of contract, as of this date, for Oregon Works Program Highway project No. WPMH 190-F, the Ashland-Neil Creek section of the Pacific Highway, to Harold Blake, Portland, Oregon, who submitted the low bid.

Very truly yours,

W. H. LYNCH
District Engineer

By F. E. Andrews

F. E. Andrews
Sr. Highway Engineer

Jon

FORM V-A-1 3M "5-36" [illegible]

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

1907

OREGON STATE HIGHWAY COMMISSION

SALEM

October 9, 1935

IN REPLY PLEASE
REFER TO FILE NO.

Mr. P. P. Whitmore,
Resident Engineer,
Ashland, Ore.

Dear Sir:

Your letter of October 8 to Mr. Probert, concerning transit notes for the Oakland-Neil Creek Section has been referred to this office. Ashland

We are unable to locate Weaver's transit notes for this section at the Salem Office. However, we are enclosing the coordinate sheets for Weaver's line, which extends from Oakland to the California line. We will keep searching for the notes and will send them if found.

Ashland

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer

Dictated by
H. N. Hackett
H.

CC to
R. H. Baldock
E. A. Collier

FORM E-A-1 28080 2M 6-35
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

IN REPLY PLEASE
REFER TO FILE NO.

1907

Oct. 1, 1935

R. H. Baldock
State Highway Engr.
Salem, Ore.

ATTN: H. G. SMITH

Dear Sir:

On relief jobs such as Ashland-Neil Creek, do you think we will require a timekeeper to accurately check the hours of labor furnished by the contractor?

Last year a considerable amount of the Resident Engineer's time was taken up checking employment cards and securing submission of payrolls by contractor and checking payrolls. It is hard to tell in advance howmuch time this new type of job might take but I should prefer to have our Resident Engineers center their attention on the construction work and have the matter of employment checked by one of their chainmen or by a timekeeper.

In this connection, C. A. Heidel, timekeeper on Nash's oil crew, is at Klamath Falls and will be through with his work this week.

Very truly yours,

E. A. COLLIER
Division Engineer

cc. R. H. Baldock

EAC:AWF

NOTED

1907

September 30, 1935

Collins Concrete and Steel Pipe Co.
Corner N. Albina and River Street
Portland, Oregon

Attention: Mr. Ray Collins

Gentlemen:

In reply to your letter of September 28th asking for data regarding the furnishing of metal ditch lining on the Ashland-Neil Creek grading project, we are enclosing herewith two blueprints showing the typical section and design for that item.

Our reference in the special provisions to the field joints being "of a design approved by the Engineer" and "permanently water tight" purposely leaves the question of joint design more or less optional with the bidder.

We had in mind that any of the companies who are in a position to furnish metal ditch lining of the type specified would have their own proved and satisfactory methods of joining the material in the field.

Any method of constructing field joints, patented or otherwise, recognized as standard practice by commercial manufacturers of the lining material, will be satisfactory to this Department.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by V. G. O'Neil/ME

Collins Concrete and Steel Pipe Co.
Cor. N. Albina and Russet Street
Portland, Oregon

Attention of Mr. Ray Collins

Dear Sir:

In reply to your letter of September 28th asking for data regarding the furnishing of metal ditch lining on the Ashland Neil Creek grading project, we are enclosing herewith two blue prints showing the typical section and design for that item.

Our reference the special provisions to the field joints being "of a design approved by the Engineer" and "permanently water tight" purposely leaves the question of joint design more or less optional with the bidder.

We had in mind that any of the ~~manufacturers~~ companies who are in a position to furnish metal ditch lining of the type specified would have their own proved and satisfactory methods of joining the material in the field.

Any method of constructing field joints, patented or otherwise, recognized as standard practice by commercial manufacturers of the lining material, will be satisfactory to this Department.

[illegible]
[illegible]

TELEPHONE WALNUT 7670

J. J. COLLINS, PRESIDENT

COLLINS CONCRETE AND STEEL PIPE CO.
CORNER N. ALBINA AND RIVER STREET
PORTLAND, OREGON

September 28, 1935.

Mr. S. H. Probert, Office Engineer,
Oregon State Highway Department,
Salem, Oregon.

Dear Mr. Probert:

On the Ashland Neil Creek grading job up for bid October 9 we note that bid items Nos. 23, 24, and 25, call for metal ditch lining. In checking over the specifications on this metal lining we further note that the field joints shall be of a design approved by the project engineer and that same shall be permanently water tight.

A number of our customers are asking for quotations on this material and a recommendation as to how this joint will be made.

We would like to have your idea of making this joint and also a few blue prints of the lining as it should be placed.

Thanking you in advance for this information, we remain,

Yours truly,

COLLINS CONCRETE AND STEEL PIPE CO.,

By Ray Collins

RC:DB

1907

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREGON

September 23, 1935

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

P.S.& E. documents for Oregon U. S. Works Program project WPH 190-F, the Ashland-Neil Creek Section of the Pacific Highway, have today been recommended for approval, subject to final review and approval by the Chief Engineer. This is your authority for advertising.

Prompt submission of the bid tabulation and agreement estimate will be appreciated.

Very truly yours,

W H Lynch
W. H. LYNCH
District Engineer

FORM 5-A-1 21943 2M 3-35
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

1907

September 21, 1935.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. E. A. Collier,
Division Engineer,
Roseburg, Ore.

Dear Sir:

Referring to our conversation about the estimate on the Ashland-Neil Creek Section of the Pacific Highway, the quantities allowed for rounding cut banks was increased to allow for the first mile and a half of borrow section which was apparently not estimated in the original set-up. The trench excavation has been increased to approximately 2300 Cu.Yds. Complete plans for this section will be in your hands early next week.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

Dictated by
H. W. Libby
H.

CC to
R.H. Baldock

1907

September 20, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate to accompany plans and specifications for the Ashland-Neil Creek Section, U. S. Works Program Project No. WPMH 190-P.

One advance copy of bid proposals and five sets of blueprint plans are being sent under separate cover.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

E. H. Prebert
Office Engineer

Dict. by J. W. Nash/ER

Encl.

Oregon State Highway Department

U. S. Works Program
Alternate Plan Project
No. WPMH 190-F

ASHLAND-NEIL CREEK SECTION OF THE PACIFIC HIGHWAY IN JACKSON COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, September 20, 1935

All Specified		Clearing and Grubbing		$ 2,800.00
2,300	cu. yds.	Trench Excavation	$1.00	2,300.00
148,000	cu. yds.	Common Excavation	0.27	39,960.00
61,000	cu. yds.	Solid Rock Excavation	0.70	42,700.00
289,000	yd. stas.	Overhaul	0.02	5,780.00
19,000	yd. miles	Truck Haul	0.20	3,800.00
5.12	miles	Finishing Roadbed and Slopes	300.00	1,536.00
31,000	lin. ft.	Rounding Outbanks	0.10	3,100.00
1,000	lin. ft.	8-inch Porous Drain Tile	0.50	500.00
250	lin. ft.	9-inch Perforated Corrugated Iron Pipe, Uncoated	1.00	250.00
650	lin. ft.	12-inch Corrugated Iron Pipe	1.50	975.00
40	lin. ft.	36-inch Corrugated Iron Pipe	7.00	280.00
1,700	lin. ft.	18-inch Corrugated Iron Pipe, Protected Invert	2.50	4,250.00
110	lin. ft.	18-inch Extra Strength Corrugated Iron Pipe, Protected Invert	3.00	330.00
110	lin. ft.	18-inch Corrugated Iron Siphon Pipe	2.50	275.00
180	lin. ft.	24-inch Corrugated Iron Siphon Pipe	3.50	630.00
230	lin. ft.	12-inch Concrete Pipe	1.50	345.00
1,040	lin. ft.	18-inch Concrete Pipe	2.50	2,600.00
300	lin. ft.	24-inch Concrete Pipe	3.50	1,050.00
120	lin. ft.	24-inch Extra Strength Concrete Pipe	4.00	480.00
80	lin. ft.	30-inch Concrete Pipe	5.00	400.00
140	lin. ft.	36-inch Concrete Pipe	7.00	980.00
380	lin. ft.	Metal Ditch Lining, No. 30	1.00	380.00
220	lin. ft.	" " " , No. 36	1.10	242.00
220	lin. ft.	" " " , No. 48	1.40	308.00
70	lin. ft.	Salvaging Culvert Pipe	0.50	35.00
150	cu. yds.	Rock Backfill in Drains	2.00	300.00
16	cu. yds.	Class "A" Concrete	25.00	400.00
400	cu. yds.	Class "D" Concrete	25.00	10,000.00
63,000	lbs.	Metal Reinforcement	0.06	3,780.00
			Sub-total	$130,766.00
			10% Engr. & Cont.	13,076.60
			Total	$143,842.60

Length	5.123 miles
Cost per mile	$28,077.80

Estimated labor	92,000 man hours
Estimated cost of labor	$55,000
Estimated cost of materials	$10,000

WPMH Funds Requested- $143,842.60

V ?

FORM 5-A-1 [illegible]

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

1907

Sept. 17, 1935

IN REPLY PLEASE REFER TO FILE NO.

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTN: H. G. SMITH

Dear Sir:

Your letter of Sept. 14th, concerning estimate for Ashland-Neil Creek and Torrent Creek-Wall Creek projects has been received and you asked for any suggestions concerning these estimates.

We do not have the completed plans nor the cross sections in this office but on Ashland-Neil Creek Section I suggest the item for rounding cutbanks looks large. Trench excavation looks too small. There are two typographical errors. Reinforcing steel should read 54,000 pounds and there is an item for 16" concrete pipe which should read 18".

On Torrent Creek-Wall Creek Section I note one error in typing where class "A" concrete is used but class "A" excavation is intended.

I am glad that Ashland-Neil Creek is to be let as one unit and that we will be able to put on Torrent Creek-Wall Creek also. In this connection there apparently will be $20,000 less required for the Barron Creek-Torrent Creek project than authorized and I presume this $20,000 could be utilised to make up any deficiency in allotted funds for Torrent Creek-Wall Creek.

Please send me complete plans and the specifications for these two projects as soon as they are complete

Very truly yours,

E. A. COLLIER
Division Engineer

cc. R. H. Baldock

EAC:AWF

FORM S-A-1 31645 2M 5-35
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

1907

September 14, 1935.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. E. A. Collier,
Division Engineer,
Roseburg, Ore.

Dear Sir:

Owing to change in regulations governing labor on relief projects, it is now possible to materially reduce the labor specified on these projects. It is now estimated that the labor requirements will increase the unit price only about 18% and therefore the Ashland-Neil Creek and Torrent Creek-Wall Creek projects have been revised to fit the new regulations.

The entire Ashland-Neil Creek project will be carried as a relief project, and the Torrent Creek-Wall Creek as a Federal Aid project. This will require some adjustment of funds but avoid splitting the Ashland- Neil Creek into two projects.

If you have any criticism of these estimates, please submit revised tabulation 5 days before opening of bids. Conventional prices for the Ashland-Neil Creek project have been increased about 18% in general to compensate for additional labor requirement.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

HGS/H

CC to
R.H. Baldock ✓

190-7

OREGON STATE HIGHWAY COMMISSION.
SALEM

August 26, 1935

Mr. H. G. Smith
Office

Dear Sir:

You will remember I carefully checked the classification of the Siskiyou Mountains and would like to do the same thing on the next job.

I would also like to determine why you are using two classifications from Ashland to Neil Creek. I presume that the material you encounter is earth and sandstone and that you do not encounter the granites in any quantity. Please advise.

Very truly yours,

State Highway Engineer

RHB:HI

FORM 5-A-1 13743 15M 2-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

April 25, 1934.

IN REPLY PLEASE REFER TO FILE NO.

1107

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTENTION: H. G. SMITH

Dear Sir:

Recently we sent you profile and special provisions for the Ashland-Neil Creek Section. At station 15+64 there is a concrete arch approximately 37 feet by 3 feet, which is in poor shape. Apparently it had no bottom and the walls are under cut.

Recommend we replace concrete arch with approximately 65 feet of 30" concrete pipe to connect with 2x2 concrete box under present Pacific Highway. Exact length of culvert can be determined from cross-sections and 40 feet should be allowed from center line left to the 2x2 concrete box.

Sketch is attached hereto.

Very truly yours,

E. A. Collier
Division Engineer

cc. R. H. Baldock
EAC:AWF

FORM 5-A-1 13748 15M 2-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

1762

OREGON STATE HIGHWAY COMMISSION
SALEM

April 12, 1934.

IN REPLY PLEASE
REFER TO FILE NO.

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTENTION: H. G. SMITH

Dear Sir:

Attached you will find Special Provisions and Engineer's Estimate for the Ashland-Neil Creek Section of the Pacific Highway.

Under separate cover we are sending you by express the following:

1. Profile on tracing cloth.
2. Map, scale 100' equals one inch, station 0 to station 310.
3. Cross sections station 0 to station 282.
4. Map, two profiles, two cross section sheets of Neil Creek Road connections.
5. Vicinity maps for Neil Creek, Tolman Creek and concrete box, station 87.
6. Mass diagram.
7. Right of way descriptions. 11 + 3.

The 3 right of way descriptions for the Neil Creek Road connections will be found with the profile for the connections.

Very truly yours,

E. A. Collier
Division Engineer

cc. R.H. Baldock
EAC:AWF

P.S:
Please send blue print of tracing and vicinity maps.
Descriptions for extra width required at station 86 will be forwarded in the near future.

EAC.

Feb. 28, 1934.

SPECIAL PROVISIONS

Ashland-Neil Creek Grading

TIME AND PLACE OF RECEIVING BIDS

DESCRIPTION OF WORK

The work for which bids are to be received and the work to be done under the contract if awarded consists of the construction of 5.10 miles of highway roadbed on the Ashland-Neil Creek section of the Pacific Highway in Jackson County.

The north end of the project is at station 13 which is just east of the Normal School in Ashland. The south end of the project is at station 282+30 which is a quarter of a mile south of the crossing of Neil Creek.

DATE OF COMPLETION

FEDERAL AND STATE REQUIREMENTS

CLEARING AND GRUBBING

Same as Neil Creek - Barron Creek

EARTHWORK

Specification:

Same as Neil Creek-Barron Creek.

Classification:

The excavation to be made under this contract shall be classified according to the two classification basis given on page 21 of the standard specification.

Protection Against Unbalanced Bidding

To protect the State and Federal Government against unbalanced bidding on excavation items involved in this contract the price bid per cubic yard for rock shall not be less than the price bid for common excavation.

Compaction of Embankment:

Same as Neil Creek - Barron Creek.

Excavation Methods:

"   "   "

CULVERT PIPE

Type of Pipe to be Furnished:

(Suggest concrete pipe as I have suggested corrugated for the BarronCCr.-Wall Cr. Sec.)

Specification:

— — —

Ashland-Neil Creek Grading

Iron Pipe to be Coated With Asphalt:

(If any is used)

Perforated Pipe:

The perforated pipe to be furnished under this contract shall be furnished, placed and paid for as specified in sections 51 and 52 of the standard specification form.

Porous Drain Tile and Rock Backfill:

The porous draintile and rock backfill to be furnished under this contract shall be furnished, placed and paid for as specified in sections 52 and 54 of the standard specification form. The draintile shall be 8" in diameter.

BOX CULVERT

Same as Neil Creek - Barron Creek.

RAISE WELL CURBING

At station 51/10 the walls of the well are to be raised 3 feet with class "A" concrete. The walls are to be 1 foot thick and the wooden cover is to be replaced on the well after the walls are raised.

IRRIGATION STRUCTURE

At several places on this project the contractor is required to place culvert pipe or siphon pipe in irrigation ditches and is required to make channel changes in irrigation ditches. The contractor shall so arrange his work as not to interfere with the free and continuous passage of irrigation water through the existing system.

TIME OF BEGINNING WORK

The work to be done under this contract shall be in active progress within fifteen days after the award of contract is made.

ARRANGEMENT FOR TRANSPORTATION OF WORKERS FROM ASHLAND.

Same as Neil Creek-Barron Creek.

SPECIAL PROVISIONS   Feb. 23, 1934.

Ashland-Neil Creek Grading

ENGINEER'S ESTIMATE

Clearing and Grubbing			$ 1750.00
Common Excavation	160,000 C.Y. at	25¢	40,000.00
Rock Excavation	67,000 C.Y. at	70¢	46,900.00
Overhaul	300,000 S.Y. at	01¢	3,000.00
Truck Haul	19,100 M.Y. "	20¢	3,820. 0
Class "A" Concrete	510 C.Y. "	25.00	12,750.00
Reinforcing Steel	54,000 lbs. "	06¢	3,240.00
12" Culvert Pipe	800 lin.ft.	1.50	1,200.00
18" Culvert Pipe	2,600 lin. "	2.50	6,500.00
18" Siphon Pipe	110 lin. ft.	3.00	330.00
24" Culvert Pipe	450. lin. "	3.00	1,350.00
24" Siphon Pipe	110 lin ft.	3.50	385.00
36" Culvert Pipe	160 lin. ft.	6.00	960.00
8" Porous Draintile	1,000 lin ft.	.50	500.00
8" Perforated Pipe	250 lin. ft.	1.00	250.00
Rock Backfill for Drains	150 C.Y. at	2.00	300.00
		Total for Grading - -	$123,235.00
Plus 10% for contingencies and engineering - - - - - - - - - - - - - - -			12,325.00
		TOTAL - - - - - - -	$ 135,560.00

CONTRACT#1763,

190-E Torrent Cr.-Wall Cr. Sec., 1935
North Unit

1763

190-E

RECEIVED
OCT 11 1937
FOR FILING

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.______

POST OFFICE BUILDING
PORTLAND, OREGON

Stencil No. 8.

October 6, 1937

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Final inspection of __Oregon FAP 190-E, Torrent Creek-Wall Creek, Pacific Highway,________________________________, was made by a representative of this office on __September 16, 1937__.

Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By Caufield
L. J. Caufield
Highway Engineer

RECEIVED
MAR 11 1937
FOR FILING

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREGON

IN YOUR REPLY PLEASE
REFER TO FILE No. 190-E

Stencil No. 124
Oregon Project No. 190-E,
Torrent-Wall Cr.Section,
Pacific Hwy.

March 6, 1937

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the modified project agreement and certificate for the above numbered project.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Highway Engineer

Encls.

Hwy. 27686

Section E,
Oregon Project No. 190

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on November 30, 1935, by the Oregon State Highway Commission, and on January 20, 1936, by the Secretary of Agriculture, the said parties entered into an agreement for the improvement of that certain road described therein and designated as Section E of Oregon Project No. 190; and

WHEREAS, the said State Highway Commission has requested approval of a revision of the plans, specifications and estimate approved for said Section E to provide for the construction of a bituminous macadam wearing surface over the entire length of the project; and by reason thereof has requested that the estimate of cost approved for said Section E be increased from $89,350.25 to $107,442.00, and that the Federal funds approved and set aside to the credit of said Section E be increased from $54,503.65 to $65,540.00:

NOW, THEREFORE, It is hereby mutually agreed by and between the said Oregon State Highway Commission and the Secretary of Agriculture that the plans, specifications and estimate approved for said Section E be revised in the manner above indicated, and that the said project agreement be amended as follows:

The third "Whereas" paragraph shall read:

> "Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications and estimate and the sum of sixty-five thousand, five hundred forty and no/100 dollars ($65,540.00) as the share of the United States payable under said act on account of Section E of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:"

Article IV shall read:

> "Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section E of said project shall not in any event exceed the sum of sixty-five thousand, five hundred forty and no/100 dollars ($65,540.00), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of one hundred seven thousand, four hundred forty-two and no/100 dollars ($107,442.00), the approved total estimated cost of Section E of said project."

Except as herein specifically modified, the said project agreement shall remain in full force and effect.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for Project No. 112.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, the Oregon State Highway Commission on the 7th day of January, 1937, and the Secretary of Agriculture on the [illegible] day of [illegible], 1937.

OREGON STATE HIGHWAY COMMISSION

By Henry F. Cabell
Chairman, State Highway Commission

By
Member, State Highway Commission

By
Member, State Highway Commission

SECRETARY OF AGRICULTURE

By
Acting Chief, Bureau of Public Roads

Section E, Oregon Project No. 190.

Form PR. 3 Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

The Secretary of the Treasury, and

The State Highway Department of the State of **Oregon**

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of **Oregon** for the construction of a highway designated in the records of this Department as Project No. **190-E**, State of **Oregon.**

Second. That in accordance with said provisions I have approved the sum of $ **107,442.00** **in lieu of the $54,503.65 approved by Certificate of Jan. 20, 1936,** as the total estimated cost of said project, and the sum of $ **65,540.00** / as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this [illegible] day of
one thousand nine hundred and

Secretary of Agriculture,

By [illegible]
Acting Chief, Bureau of Public Roads.

TB

U S GOVERNMENT PRINTING OFFICE 8-4430

RECEIV

COST ANALYSIS FINAL REPORT

Dec. 5, 1936

190-E

Pacific Highway, North Unit Torrent Cr.-Wall Creek, Grading
Contract 1763, Prefix 15-1110
Berke Bros. Inc., Contractors
P. P. Whitmore, Resident Engineer

Item	Cost	Quantity	Unit Cost	Unit Bid	Gross Revenue
Clearing & Grubbing	$ 3,372.25	All 8 Acres		Lump Sum	$ 7,000.00
Trench Excavation	356.70	509.6 cu. yds.	0.70	1.00	509.60
Class "A" Excavation	33,201.30	82,815.3 cu. yds.	0.40	0.50	41,407.65
" "B" "	19,977.85	73,843.8 cu. yds.	0.27	0.35	25,845.33
Overhaul	5,556.96	277,848 yd. sta.	0.02	0.01	2,778.48
Finishing Roadbed & Slopes	768.90	0.61 mile	1260.50	600.00	366.00
Rounding Cut Banks	289.45	4,135 lin. ft.	0.07	0.15	620.25
9" Perf. Corr. Iron Pipe	449.20	394 lin. ft.	1.14	1.25	492.50
18" Corr. Iron Pipe Prot. Inv.	651.30	334 lin. ft.	1.95	2.00	668.00
30" Corr. Iron Pipe	242.75	60 lin. ft.	4.05	4.00	240.00
18" " " " XSTR Prot. Inv.	649.80	228 lin. ft.	2.85	3.00	684.00
24" " " " " " "	1,175.05	306 lin. ft.	3.84	3.75	1,147.50
Rock Backfill in Drains	172.90	101.7 cu. yds.	1.70	~~2~~ 3.00	305.10
PA #1 Excavate Slide Material	3,190.80	21,271.8 cu. yds.	0.15	0.30	6,381.54
" " Overhaul	885.00	44,251 yd. sta.	0.02	0.01	442.51
" " Truck Haul	324.80	1,624 yd. mi.	0.20	0.16	259.84
PA #2 Water Pipe Line	360.20				500.00
PA #3 Drill & Shoot Bottom of Roadbed Cut. Leave for Future Quarry Operation	1,774.40	9,856.9 cu. yds.	0.18	0.20	1,971.38
	$ 73,399.41				$ 91,619.68

Gross Revenue	$ 91,619.68
Total Cost	73,399.41
Net Profit	$ 18,220.27

Net Profit Equals 19.9% of Gross Revenue

NOTED

NOTED

Cost Analysis Final Report
Contract 1763, Prefix 15-1110

Detail of Cost

Labor:

Supervision	(Otley Berke 8 mo. at $150 (Pete Berke 8 mo. at $150 (Superintendent & Timekeeper	$ 3,126.24	
Labor		19,526.88	
State Industrial Accident Insurance		1,337.96	
Unemployment Insurance		133.68	
National Hospital		151.83	
			$ 24,276.59

Material:

9" Perf. Corr. Iron Pipe	394 lin. ft. at 0.81	319.14	
9" " " " " Bands	16 ea. at 1.10	17.60	
18" Corr. Iron Pipe Prot. Inv.	334 lin. ft. at 1.47	490.98	
18" " " " " " XSTR	228 lin. ft. at 2.20	501.60	
18" " " " Bands	24 ea. at 2.03	48.72	
24" " " " Prot. Inv. "	306 lin. ft. at 2.99	914.94	
24" " " " Bands	12 ea. at 2.53	30.36	
30" " " " Prot. Inv.	60 lin. ft. at 2.91	174.60	
30" " " " Bands	2 ea. at 3.46	6.92	
1" Galv. Iron Water Pipe	1800 lin. ft. at 0.10	180.00	
			2,684.86

Equipment Rental, Supplies and Miscellaneous:

Equipment Rental	20,301.87	
Gas, Oil and Grease	7,308.65	
Explosives	12,821.56	
Drill Steel, Bits and Drilling Supplies	1,710.57	
Small Tools, Supplies and Misc.	1,334.24	
Lumber and Supplies for Temporary Buildings	105.19	
Freight and Cartage	168.30	
Team Hire	120.50	
Liability and Equipment Insurance	331.08	
Bond 1% of Gross Earned	886.00	
General Overhead Expense 1½%	1,350.00	
		46,437.96
COST GRAND TOTAL		$ 73,399.41

Cost Analysis Final Report
Contract 1765, Prefix 15-1110

REMARKS:

This contract was bid and awarded October 9th, 1955; work was started Oct. 15, 1955 and was completed Sept. 1, 1956. The contractor had just completed a grading job adjoining this section and had his equipment and crew available which saved moving in and organizing expense.

There was considerable delay during the winter months due to snow, rain and mud, but in the good weather during fall, spring and summer, good progress was made. This job could have been completed in June, but the contractor was awarded another contract for grading a section adjoining this job and started work on that project before this project was completed, as it worked to better advantage to handle the work that way.

The material excavated consisted of granite and basalt rock. The top surface, ranging in depth from 5 to 20 feet, was top soil and decomposed granite. Below this level the material was solid varying in hardness from about 2% to 20% abrasion. The material was classified as Class "A" and Class "B" excavation; Class "A" composed of such material that when subjected to the standard abrasion test the abrasion loss did not exceed 10%; Class "B" composed of all other material excavated.

About 15,000 cu. yds. of the top surface was removed with cats, bulldozers and scrapers, and about 141,000 cu. yds. were excavated with 1¼ cu. yd. Koehring shovel and five 5-ton trucks. The shovel made good progress averaging about 90 cu. yds. per hour shovel operating time.

All the Class "A" and about 60% of the Class "B", a total of about 137,000 cu. yds., was drilled and blasted. 115,500 pounds of explosives were used to blast 137,000 cu. yds., an average of 0.85 pound per cu. yd. The cost of drilling and blasting was about $0.18 per cu. yd. One poor shot increased the cost of drilling and blasting. A snowstorm made it impossible to complete the loading of all the holes for this shot. About 5½ tons of free flow black powder laid in the holes for about two weeks before loading of all holes could be completed. The water ruined the effectiveness of the explosives, and the blast did not break the rock up sufficiently. It was necessary to plug and reshoot about 10,000 cu. yds.

A basalt rock suitable for crushed rock surfacing and bituminous macadam was found in the core of one large cut. Rock suitable for crushing is scarce in this vicinity, so a price agreement was entered into with the contractor to leave 9,887 cu. yds. of basalt which he had blasted. This rock will be crushed on a future contract.

This job shows a nice profit which is due chiefly to very efficient operation.

E. H. Clymer
Cost Analyst

RECEIVED
NOV 30 1936
FOR FILING

190-E

November 25, 1936

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Bldg.
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement for the Torrent Creek-Wall Creek Section, F. A. Project No. 190-E.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dist. by J. W. Nash/ER

Encl.

Oregon State Highway Department Federal Aid Project No. 190-E

TORRENT CREEK-WALL CREEK SECTION OF

THE PACIFIC HIGHWAY IN JACKSON COUNTY

(Estimate as basis for modified agreement. Based on low bid prices.)

Salem, Oregon, November 18, 1936

Grading (Contract No. 1763)

All Required		Clearing and Grubbing		$ 7,000.00
1,000	cu. yds.	Trench Excavation	$ 1.00	1,000.00
52,000	cu. yds.	Class "A" Excavation	0.50	26,000.00
108,000	cu. yds.	Class "B" Excavation	0.35	37,800.00
318,000	yd. sta.	Overhaul	0.01	3,180.00
0.60	mile	Finishing Roadbed and Slopes	600.00	360.00
5,000	lin. ft.	Rounding Cutbanks	0.15	750.00
300	lin. ft.	9-inch Perforated Corr. Iron Pipe, Uncoated	1.25	375.00
1,300	lin. ft.	18-inch Corr. Iron Pipe, Protected Invert	2.00	2,600.00
70	lin. ft.	30-inch Corr. Iron Pipe, Protected Invert	4.00	280.00
250	lin. ft.	18-inch Extra Strength Corr. Iron Pipe, Protected Invert	3.00	750.00
270	lin. ft.	24-inch Extra Strength Corr. Iron Pipe, Protected Invert	3.75	1,012.50
40	cu. yds.	Rock Backfill in Drains	3.00	120.00
				$ 81,227.50

Surfacing & Bituminous Macadam

900	cu. yds.	Excavation, Single Classification	$0.30	$ 270.00
700	yd. mi.	Truck Haul	0.14	98.00
0.86	mile	Finishing Roadbed and Slopes	200.00	172.00
1,400	cu. yds.	Granite in Leveling Course and Shoulders	0.40	560.00
2,000	yd. mi.	Hauling Leveling Course and Shoulders	0.15	300.00
3,250	cu. yds.	Coarse Materials in Surfacing	1.40	4,550.00
900	cu. yds.	Key Materials in Surfacing	1.50	1,350.00
540	cu. yds.	Screenings	1.40	756.00
580	cu. yds.	¾" Rock in Shoulders	1.40	812.00
190	cu. yds.	Filler	0.40	76.00
280	yd. mi.	Hauling Filler	0.15	42.00

520	M. Gal.	Sprinkling	$ 1.50	$ 780.00
0.86	mile	Preparation of Base	100.00	86.00
1,330	cu. yds.	Mineral Aggregate in Place	2.80	3,724.00
92	tons	Asphalt in Place	25.00	2,300.00
22	tons	Cutback Asphalt in Binder Course	26.00	572.00
				$ 16,448.00

Subtotal	$ 97,675
10% Engr. & Cont.	9,767
Total	$ 107,442

Length	0.861 mile
Cost per mile	$ 124,787

Federal Aid Funds Requested- - - - - - - - - - - - - - - - - - - -	$ 65,540
State Funds- -	41,902
	$ 107,442

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920
State Funds for Maintenance: Chap. 41, laws 1927

FORM S-A-1 5M 7-56

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

X

RECEIVED
NOV 23 1956
FOR FILING

OREGON STATE HIGHWAY COMMISSION

SALEM

Nov. 19th, 1956

IN REPLY PLEASE
REFER TO FILE NO.

190-E

R. H. Baldock
State Highway Engr.
Salem, Oregon.

NOTED
State Highway Engineer

ATTN: G. S. PAXSON

Dear Sir:

I have your recent letter relative to the completion of the grading work at Wall Creek.

The matter was taken up with Berke Bros. and they advise that the excavation in connection with the structure will be sub-contracted to E. C. Hall and I expect that Mr. Hall will start work on moving this material at an early date.

The balance of the material in the big cut south of the crossing will be moved by McNutt Bros. and hauled up onto their job. This plan will eliminate the wasting of the excess material in the big cut.

Very truly yours,

K. D. LYTLE
Division Engineer

cc. R. H. Baldock ✓
cc. P. P. Whitmore

KDL:AF

[illegible]
NOV 20 1956

#1763

x

RECEIVED
NOV 4 1936
FOR FILING

190-E

November 4, 1936

Bates, Lively & Pearson,
Yeon Building,
Portland, Oregon.

Attention: Mr. Fred C. Reed.

Gentlemen:

Reference is made to your letter of November 2nd concerning the Berke Bros., Onc. contract No. 1763, North Unit, Torrent Creek-Wall Creek Section in Jackson County.

Final payment in connection with this contract has not yet been made, however, we expect that such payment will be made within the next thirty days. In accordance with our usual practice we will advise you ten days before the final payment is to be made.

Very truly yours,
STATE HIGHWAY COMMISSION
By
Secretary.

Dict. by J. McFarland.

BATES, LIVELY & PEARSON
INSURANCE GENERAL AGENTS
YEON BUILDING
PORTLAND, OREGON
November 2, 1936.

Oregon State Highway Commission

Salem, Oregon

Gentlemen:

Re: Contract No. 1763 - Berke Bros., Inc.

We wish to thank you for your letter of October 16th relative to the above contract covering North Unit, Torrent Creek-Wall Creek Section in Jackson County.

We are wondering if final payment has now been made on this contract, and if so, we would appreciate knowing the amount paid.

Very truly yours,

BATES, LIVELY & PEARSON

GHG By Fred C Keid

REFERRED TO [illegible]
BY SECRETARY

prepare answer

#1763

×

190-C

RECEIVED
NOV 23 1936
FILI

November 3, 1936

Aetna Casualty & Surety Company,
Bates, Lively & Pearson, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 1763 for the construction of the North Unit, Torrent Creek-Wall Creek Section of the Pacific Highway in Jackson County, has been completed by the contractors, Berke Bros.Inc., and that final settlement will be made by the State with said contractors for work done under said contract on or after December 3, 1936.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as you appear as surety on the bond furnished by the above contractors. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractors in connection with this contract will be $91,619.68, including the final payment.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary.

Dict. by J. McFarland.

RECEIVED
DEC 4 1936
FOR FILING

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREGON

190-E

October 21, 1936

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

The necessary documents for the modification of Oregon Federal Aid Project No. 190-E, the Torrent Creek-Wall Creek Section of the Pacific Highway, have today been recommended for approval, subject to final review and approval by the Chief Engineer. This is your authority for advertising.

Please submit five extra section sheets for this project.

Very truly yours,

W H Lynch
W. H. LYNCH
District Engineer

Tro

RECEIVED
NOV 30 1936
FOR FILING
190-E

October 16, 1936

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Bldg.
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate to accompany plans and specifications for the Torrent Creek-Wall Creek Section, F. A. Project No. 190-E.

Five blueprint copies of the quantity summary sheet and five bid proposals are being sent under separate cover.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ER

Encl.

Oregon State Highway Department Federal Aid Project No. 190-E

FORREST CREEK-WALL CREEK SECTION OF
THE PACIFIC HIGHWAY IN JACKSON COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, October 16, 1936

Grading (Contract No. 1763)

All Required		Clearing and Grubbing		$ 7,000.00
1,000	cu. yds.	Trench Excavation	$ 1.00	1,000.00
52,000	cu. yds.	Class "A" Excavation	0.50	26,000.00
108,000	cu. yds.	Class "B" Excavation	0.35	37,800.00
318,000	yd. sta.	Overhaul	0.01	3,180.00
0.60	mile	Finishing Roadbed and Slopes	600.00	360.00
5,000	lin. ft.	Rounding Cutbanks	0.15	750.00
300	lin. ft.	9-inch Perforated Corr. Iron Pipe, Uncoated	1.25	375.00
1,300	lin. ft.	18-inch Corr. Iron Pipe, Protected Invert	2.00	2,600.00
70	lin. ft.	30-inch Corr. Iron Pipe, Protected Invert	4.00	280.00
250	lin. ft.	18-inch Extra Strength Corr. Iron Pipe, Protected Invert	3.00	750.00
270	lin. ft.	24-inch Extra Strength Corr. Iron Pipe, Protected Invert	3.75	1,012.50
40	cu. yds.	Rock Backfill in Drains	3.00	120.00
				$ 81,227.50

Surfacing & Bituminous Macadam

900	cu. yds.	Excavation, Single Classification	$ 0.50	$ 450.00
700	yd. mi.	Truck Haul	0.18	126.00
0.86	mile	Finishing Roadbed and Slopes	100.00	86.00
1,400	cu. yds.	Granite in Leveling Course & Shoulders	0.40	560.00
2,000	yd. mi.	Hauling Leveling Course & Shoulders	0.14	280.00
3,250	cu. yds.	Coarse Materials in Surfacing	1.75	5,687.50
900	cu. yds.	Key Materials in Surfacing	1.75	1,575.00
540	cu. yds.	Screenings	1.75	945.00
580	cu. yds.	¾" Rock in Shoulders	1.75	1,015.00
190	cu. yds.	Filler	0.40	76.00

280	yd. mi.	Hauling Filler	$ 0.18	$ 50.40
520	M-Gal.	Sprinkling	2.50	1,300.00
0.86	mile	Preparation of Base	100.00	86.00
1,330	cu. yds.	Mineral Aggregate in Place	2.40	3,192.00
92	tons	Asphalt in Place	26.00	2,392.00
22	tons	Cutback Asphalt in Binder Course	27.00	594.00
				$ 18,414.90

Subtotal	$ 99,642
10% Engr. & Cont.	9,964
Total	$109,606

Length	0.861 mile
Cost per mile	$ 127,300

Federal Aid Funds Requested- -	$ 66,860
State Funds- -	42,746
	$109,606

x

190-E

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

No. 8

POST OFFICE BUILDING
PORTLAND, OREGON

IN YOUR REPLY PLEASE
REFER TO FILE No.

October 8, 1936

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Final inspection of Oregon FAP 190-E, Torrent Creek-Wall Creek Section, Pacific Highway, Jackson County, was made by a representative of this office on September 23, 1936. Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By LJ Caufield
L. J. Caufield
Highway Engineer

ecm

190-8

#1763

September 25, 1933

Bates, Lively & Pearson,
Yeon Building,
Portland, Oregon.

Attention: Mr. Fred C. Reed.

Gentlemen:

Reference is made to your letter of September 24th concerning Borke Bros. Inc., Contract No. 1763 - N. Unit - Torrent Creek-Wall Creek Section in Jackson County.

You are advised that this contract was completed on September 1st. However, final payment has not yet been made. The total amount paid to date is $89,001.81 and the retained percentage is $2,752.63.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary.

Dict. by J. McFarland.

#1763
Jackson Co

BATES, LIVELY & PEARSON
INSURANCE GENERAL AGENTS
YEON BUILDING
PORTLAND, OREGON

September 24, 1936

RECEIVED
SEP 25 1936

Oregon State Highway Commission
Salem, Oregon

RE: Contract #1763 - Berke Bros., Inc.

Gentlemen:

Will you kindly advise us if the final estimate has been computed on the above contract covering the North unit Torrent Creek-Wall Creek Section of the Pacific Highway in Jackson County. We would appreciate knowing the total amount paid under the contract and the date of completion.

Very truly yours,

BATES, LIVELY & PEARSON

By Fred C Reed

FCR/hb

[illegible]
1 - $91,754.44
- 2,752.63
$89,001.81

#1763

190-E

September 8, 1936

Aetna Casualty & Surety Company,
Bates, Lively & Pearson, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to Berke Bros. Inc., on contract No. 1763 for the construction of the North Unit - Torrent Creek-Wall Creek Section of the Pacific Highway in Jackson County. This payment will be made on or after September 18, 1936.

Kindly acknowledge receipt of this letter.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary.

Dict. by J. McFarland.

Form 293—5M—11-35

190-E

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

X

For Week Ending Aug. 29, 1936

Section North Unit - Torrent Creek - Wall Creek

Kind of work Grading

Highway Pacific

Section prefix 15- 1110 (F A 190 E)

Contractor Berke Bros Inc

Contract number 1763

Date of contract Oct 9, 1935

Date of completion Oct 31, 1936

Date work started " 15, 1935

Estimated date of completion ...., 193...

Amount of contract $ 81227.50

Per cent of time elapsed 83.5 %

Estimated cost of completed project, exclusive of engineering $ 81227.50

Per cent of contract completed, based on total contract price 99 %

Engineering cost to date, $ 3677., ... %

Date project was completed ...., 193...

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor hauling onto this section from Wall Creek Job.

Engineers on final estimate this job and staking other jobs.

RECEIVED
AUG ? 1936

NOTED
H. G. SMITH

P P Whitmore

Signed P. P. Whitmore, Resident Engineer.

Address Ashland, Oregon.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....,

Compressors ...., Bull Dozers ...., Sheet-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

190-3

August 18, 1936

Bates, Lively & Pearson
Yeon Building
Portland, Oregon

Attention Fred C. Reed

Gentlemen:

Reference is made to your letter of August 14, concerning Berke Bros., Inc., Contract No. 1765, North Unit, Torrent Creek-Wall Creek Section of the Pacific Highway, in Jackson County.

You are advised that the above contract is approximately 96% completed. We are unable at this time to advise you of the completion date.

The total amount paid the contractors to date is $75,869.24 and the retained percentage is $6,092.06.

Very truly yours,

Secretary

JM:MBL

#1763
Jackson

BATES, LIVELY & PEARSON
INSURANCE GENERAL AGENTS
YEON BUILDING
PORTLAND, OREGON

AUG 15 1936

August 14, 1936.

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

Re: Contract No. 1763 - Berke Bros., Inc.

The above contract covers the North Unit, Torrent Creek-Wall Creek Section of the Pacific Highway in Jackson County.

Will you kindly advise us whether or not this contract has been completed and accepted, and if so, the date of completion and the total amount paid or to be paid under the contract.

Very truly yours,

BATES, LIVELY & PEARSON

FCR/GG

By Fred Reed.

E - $79,961.30
ST - $ 6,092.06
Pd - $73,869.24

190-2

August 6, 1936

Mr. J. C. Joy
State Industrial Accident Commission
Building

Dear Mr. Joy:

A couple of weeks ago you presented to the State Highway Department a copy of a letter directed to you from Benton A. Boyes, Central Point, Oregon, in which he complains that Berke Bros., who are doing highway construction work on the Siskiyou Section of the Pacific Highway in Jackson County, are using trucks on this work with faulty brakes.

In accordance with instructions from the Highway Commission this matter was investigated by the Resident Engineer in charge of the work. A copy of his report is attached hereto.

Very truly yours,

H. B. Glaisyer
Secretary

HBG:AM

ENC.

REFERRED TO
Mr. Glaisyer
By State Highway Engineer

For Com. meeting

RECEIVED
JAN 19 1937
FOR FILING

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R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

STATE HIGHWAY COMMISSION
SALEM

August 3, 1936.

IN REPLY PLEASE REFER TO FILE NO.

dock,
Engineer,

In response to your request that an informal be made of the charge by Mr. Benton A. Boyce, , Oregon, that he was required to drive a defective Wall Creek Section under contract to Berke Bros., rewith Mr. Whitmore's report.

This report states that all their equipment is now in good working condition.

Yours very truly,

R. H. BALDOCK,
State Highway Engineer.

By H G Smith
H. G. Smith,
Construction Engineer.

HGS/H

R

A-1 10M 6-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

August 3, 1936.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock,
State Highway Engineer,
Office.

Dear Sir:

In response to your request that an informal investigation be made of the charge by Mr. Benton A. Boyce, Central Point, Oregon, that he was required to drive a defective truck on the Wall Creek Section under contract to Berke Bros., I hand you herewith Mr. Whitmore's report.

This report states that all their equipment is now in good working condition.

Yours very truly,

R. H. BALDOCK,
State Highway Engineer.

By H G Smith

H. G. Smith,
Construction Engineer.

HGS/H

R

5-A-1 5M 11-35

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

Ashland, Oregon.
August 1, 1936.

IN REPLY PLEASE REFER TO FILE NO.

Mr. R. H. Baldock
State Highway Engineer

Attention - H. G. Smith

Dear Sir;

This is report on condition of Berke Bros trucks and brakes etc.;

They have very good equipment and keep it in good working condition. They had one truck which had good brakes for going forward but were poor when backing up and this truck was taken off the work after a few hours work or as soon as its condition was learned. This occurred about ten days or two weeks ago. They do not object to a test at any time by a qualified brake tester or mechanic.

Very truly yours,

P P Whitmore

P. P. Whitmore
Resident Engineer.

cc K. D. Lytle

190 E

August 4, 1936

General Casualty Co. of America
Seattle, Washington

Attention: Mr. R. Herberg, Surety Dept.

Gentlemen:

Reply is made to your letter of August 1 in regard to Berke Brothers contract for the construction of the north unit of the Torrent Creek-Wall Creek Section of the Pacific Highway in Jackson County and for the construction of the undercrossing on the Torrent Creek-Wall Creek Section.

The first of the above-mentioned jobs is contract No. 1763. According to our records there was due and payable to Berke Brothers in connection with this job, on July 1, an amount of $3,369.00 representing Estimate No. 8 for work performed up to June 15, 1936. Our retained percentage at that time was $6,092.06, making a total of $9,461.06, exclusive of the amount earned by the contractor during the last two weeks of June which, of course, we do not know the value of until the next estimate date on July 15. The warrant for Estimate No. 8 was mailed to the contractor on July 7, 1936.

190-E

The other job is contract No. 1788. On July 1, 1936, there was due and payable current estimate No. 7 amounting to $3,915.69 representing the value of work performed during the month ending June 15. The warrant was mailed to the contractor on July 2. The retained percentage held by the State on July 1 amounted to $3,531.92, making a total due the contractor on July 1 of $7,447.61, exclusive of the value of the work performed during the last two weeks of June. In connection with this job our records show that Estimate No. 8 for work performed ending the month July 15, amounted to $23,070.12. This warrant has not yet been mailed to the contractor.

190-9

Due to the fact that our estimate dates on these two jobs are on the 15th of each month, it is rather difficult to estimate the amount of the earned estimates between the estimate dates. In view of the records, I would say that the amounts of the earned estimates as stated in your letter are substantially correct.

Yours very truly,

HBG:MC

Secretary

GENERAL

H. K. DENT
PRESIDENT
T. E. LOYNAHAN
VICE-PRESIDENT

GENERAL
CASUALTY COMPANY
OF AMERICA

SEATTLE

August 1, 1936

Oregon State Highway Commission
Salem, Oregon

Re: Berke Brothers, Inc., Contractors
Portland, Oregon

Gentlemen:

We are informed by the above contractors that they had accounts and earned estimates due from you on July 1st, as follows: [illegible]

$10,092.06	Due on North Units Torrent Wall Creek Project #1763 (Total amount of Contract $81,227.50) ✓
$23,531.92	Earned estimate on Torrent Wall Creek Undercrossing #1788 [illegible] Co S. P. Tracks. This includes $3,531.92 retainage. ✓ (Total amount of Contract $158,765.00) ✓

We will greatly appreciate your verification of the above figures.

Very truly yours,

R Herberg

Surety Department

rh

REFERRED TO
[illegible]
BY SECRETARY

please check up on this

H. B. G.

Aug, 3, 1936

Not able to check any of these figures for the reason that Estimate dates on both jobs is the 15th of the month and their figures are up to and including the first;

On #1763 - Est. #8 in amt. $3,369.00 for work performed to June 15th was mailed on July 7th. The retained percentage at this time was $6,092.06 making a total due of $9,461.06. No estimate for july has been presented.

On #1788 - the warrant for est. #7 for work performed to June 15th in amt. $3,915.69 was mailed on July 2nd. The retauned percentage at this time was $3,531.92 making a total of $7,447.61.

Est. #8 on this job for work performed to July 15th is in amount $23,070.12. The warrant has not yet been mailed to the contractors.

The contractors probably have estimated what they had coming between June 15th and July 1st, which amiunt we cannot give as we have no way of estimating.

McFarland.

O. S. Paxson

Attached

190 - E

June 5, 1936.

Mr. H. G. Smith

NOTED

State Highway Engineer

Herewith copy of a letter from the Southern Pacific Company regarding the culverts on the Wall Creek Job. Also, a copy of my letter to Mr. Hask in reply to the attached.

G. S. Paxson

Attached

FORM 2-A4 5M. 1-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

190-E

May 16, 1936

MAY 1

IN REPLY PLEASE REFER TO FILE NO.

R. H. Baldock
State Highway Engr.
Salem, Oregon.
ATTN: H. G. SMITH

Dear Sir:

Your inquiry of May 14th, received concerning 8,000 yards left in cut on North Unit Torrent Creek-Wall Creek Section at station 388.

This material at present extends clear across the bottom of the cut for a distance of about 200 feet. A passable road has been constructed by the contractor over this lift along the east side. It is probable that his shooting is not complete along the west side at the bottom. Berke thought they should have about 25¢ per cubic yard for shooting. I think Clymer's costs indicate somewhat less than this for shooting on this section.

If considered desirable, we could have Berke take out a road down to grade along the east side of the cut and finish the east slope and ditch. Some of the material could be thrown to the south and some hauled out. The present road over this material however, does not constitute a bad obstruction to contractor's traffic and since contractor Berke would be the only one to use this, I think there would be no objection on that score. It is probable that the contract from Wall Creek to Siskiyou Station would work from the Siskiyou station end entirely.

Contractor Berke has arranged to take out the big cut above the Wall Creek crossing during construction of the underpass structure so that he does not need to work on this 8,000 yards for several months.

Very truly yours,

E. A. COLLIER
Division Engineer

cc. R. H. Baldock

EAC:AF

FORM 5-G-1 1M 6-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF WM. E. CHANDLER, DIVISION ENGINEER
SALEM

190-E

May 14th, 1936

IN REPLY PLEASE
REFER TO FILE NO.

Mr. W. H. Lynch
District Engineer
Bureau of Public Roads
Portland, Oregon

Attention: Mr. Davis.

Dear Sir:

At Station 588 on the North Unit of the Torrent Creek-Wall Creek Section we find there is about 6,000 yards in the bottom of a cut which is suitable for surfacing and bituminous macadam. As sound rock is very scarce on the Ashland end of the Siskiyous, it seems desirable to leave this rock to be used for surfacing operations in conjunction with the quarry at that place. Slides along this and the adjoining section will make up the deficiency so there is no particular need for this yardage in the fills.

Unless you have decided objections to the contrary, we will make arrangements to leave this rock in the cut.

Very truly yours,

R. H. BALDOCK
STATE HIGHWAY ENGINEER

By

H. G. Smith
Construction Engineer

HGS:AR

cc to: R. H. Baldock ✓
E. A. Collier

State Highway Engineer

FORM 5-B-1 1M 4-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF WM. E. CHANDLER, DIVISION ENGINEER
SALEM

190-E

IN REPLY PLEASE
REFER TO FILE NO.

May 14th, 1936

Mr. E. A. Collier
Division Engineer
State Highway Dept.
Roseburg, Oregon

Dear Sir:

Please furnish some more information concerning the 8,000 yards left in the cut on the North Unit of the Torrent Creek-Wall Creek Section concerning the arrangements which we will have to make with Burke for the expense he has been put to in the shooting of this material. It is my remembrance that there was a roadway to grade along the east side of the cut, and this rock was along the western face of this cut.

Please advise if this is correct and whether or not there is a core across the entire width of the cut so that an obstruction is left to traffic using the graded section.

Very truly yours,

R. H. BALDOCK
STATE HIGHWAY ENGINEER

By

H. G. Smith
Construction Engineer

HGS:AR

cc to: R. H. Baldock

190-E

Baldock

April 24, 1936

COST ANALYSIS TO APRIL 18, 1936

PACIFIC HIGHWAY, NORTH UNIT, TORRENT CREEK-WALL CREEK, GRADING,
CONTRACT 1763, PREFIX 15-1110

NOTED
State Highway Engineer

Berke Bros. Inc., Contractors
P. P. Whitmore, Resident Engineer

Item	Cost	Quantity	Unit Cost	Unit Bid	Gross Revenue
Clearing & Grubbing	$ 5,359.27	8 Acres 95%			$ 6,650.00
Trench Excavation	283.50	396 Cu. Yd.	0.72	1.00	396.00
Class "A" Excavation	25,099.18	62,500 Cu. Yd.	0.402	0.50	31,250.00
Class "B" Excavation	14,825.00	52,500 Cu. Yd.	0.282	0.35	18,375.00
Overhaul	5,750.00	230,000 Yd. Sta.	0.025	0.01	2,300.00
9" Perf. C.I. Pipe Uncoated	351.70	308 Lin. Ft.	1.14	1.25	385.00
18" C.I. Pipe Protected Invert	556.70	268 Lin. Ft.	2.08	2.00	536.00
30" " " " " "	242.75	60 Lin. Ft.	4.05	4.00	240.00
18" " " " " " XSTR	653.40	228 Lin. Ft.	2.08	3.00	684.00
24" " " " " " "	1,174.05	306 Lin. Ft.	3.84	3.75	1,147.50
Rock Backfill in Drains	57.90	34.7 Cu. Yd.	1.67	3.00	104.10
PA #1, Remove Slide	2,727.28	14,000 Cu. Yd.	0.195	0.30	4,200.00
PA #1, Overhaul Slide Material	560.00	28,000 Yd. Sta.	0.02	0.01	280.00
PA #1, Truck Haul " "	250.00	500 Yd. Mi.	0.25	0.16	80.00
	$ 55,890.73				$ 66,627.60

Gross Revenue	$ 66,627.60
Total Cost	55,890.73
Net Profit	$ 10,736.87

Net Profit Equals 16.1% of Gross Revenue

April 24, 1936

COST ANALYSIS TO APRIL 18, 1936

Contract 1763, Prefix 15-1110

DETAIL COST

Labor:			
Supervision (Berke Bros. and Bookkeeper)		$ 2,116.69	
Labor		15,315.62	
State Industrial Accident Insurance		871.63	
			$ 18,303.94
Material:			
9" Corr. Iron Pipe Perforated	308 Lin. Ft. at 0.81	249.48	
9" " " " Bands	13 Ea. at 1.10	14.30	
18" " " " Prot. Inv.	268 Lin. Ft. at 1.47	393.96	
18" " " " " " XSTR	228 Lin. Ft. at 2.20	501.60	
18" " " " Bands	22 Ea. at 2.03	44.66	
24" " " " Prot. Inv. XSTR	306 Lin. Ft. at 2.99	914.94	
24" " " " Bands	14 Ea. at 2.53	35.42	
30" " " " Prot. Inv.	60 Lin. Ft. at 2.91	174.60	
30" " " " Bands	2 Ea. at 3.46	6.92	
			2,335.88
Equipment Rental, Supplies and Miscellaneous:			
Equipment Rental		15,944.25	
Gas, Oil & Grease		6,268.35	
Explosives		8,035.00	
Drill Steel, Bits and Misc. Drilling Supplies		1,165.17	
Small Tools, Supplies and Misc.		1,142.13	
Lumber and Supplies for Temporary Buildings		105.19	
Freight and Cartage		128.17	
Team Hire		120.50	
Liability Insurance		292.06	
Bond 1% of Gross Earned		649.90	
National Hospital		105.18	
General Overhead Expense		1,295.00	
			35,250.90
	Total Cost		$ 55,890.73

Contract 1763, Prefix 15-1110

REMARKS:

This contract was bid and awarded October 9th; work was started October 15th, and to April 18th, was about 75% complete. The contract will be finished about the first of June.

Snow, rain and mud caused considerable delay during the winter months, but during the good weather in the fall and this spring the contractor made good progress.

The material consists of granite and basalt rock, the top surface ranging in depth from 5 to 20 feet was topsoil and decomposed granite. Below this level the material is solid, varying in hardness from about 2% to 20% abrasion. The material was calssified as Class "A" and Class "B" excavation; Class "A" composed of such material that when subjected to the standard abrasion test, the abrasion loss did not exceed 10%; Class "B" comprised all other material excavated.

About 15,000 cu. yds. of the top surface was removed with cats, bulldozers and scrapers, and about 115,000 cu. yds. were excavated with a 1¼ cu. yd. Koehring shovel and five 5-ton trucks. The shovel made good progress averaging about 93 cu. yds. per hr. shovel operating time.

All of the Class "A" and about 60% of the Class "B", a total of about 98,000 cu. yds., was drilled and blasted. 79,500 lbs. of explosives were used, an average of 0.81 pound per cu. yd. The average cost of drilling and blasting was about 0.18 per cu. yd.

Deep snow made it impossible to complete the loading of holes on one shot. About 3½ tons of free flow laid in holes for about two weeks before loading could be completed. Water ruined the effectiveness of the explosives, and considerable plugging was required. This bad shot increased cost of drilling and blasting.

The job shows a nice profit and the amount of profit will increase as work progresses.

E. H. Clymer
Cost Analyst

190-E

March 11, 1936

Bates, Lively & Pearson
Yeon Building
Portland, Oregon

Attention: Fred C. Reed

Gentlemen:

In response to your inquiry of March 10, concerning Berke Bros., Contract No. 1763, North Unit, Torrent Creek-Wall Creek Section in Jackson County, you are advised that the total amount paid to date is $41,189.54. The retained percentage is $6,092.06.

This contract is approximately 58 % complete.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

JM:CE

#1763
Jackson Co

BATES, LIVELY & PEARSON
INSURANCE GENERAL AGENTS
YEON BUILDING
PORTLAND, OREGON

March 10, 1936.

Oregon State Highway Commission

Salem, Oregon

Gentlemen:

Re: Contract No. 1763 - Berke Bros., Inc.

Will you kindly advise us the total amount paid and also the retained percentage under the above numbered contract covering the North Unit, Torrent Creek-Wall Creek Section on the Pacific Highway in Jackson County.

Very truly yours,

BATES, LIVELY & PEARSON

FCR/J

By Fred C Reed

Total - $47,281.60 Fin. 15-

Pd. $41,189.54

Ret. $6,092.06

[illegible]

FORM 5-A-1 5M 11-35

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

Feb. 6, 1936

IN REPLY PLEASE
REFER TO FILE NO.

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTN: H. G. SMITH

Dear Sir:

Berke Brothers complained about the number of relief men being received from their requests, for work on the North Unit Torrent Creek-Wall Creek Section.

He reports that they requisitioned 8 men eight days ago from Mr. Ulrich, Manager at Medford, and that only three have come in the past eight days and that they came each on a separate day. Yesterday he went to Medford and requisitioned ten men. He needs these men promptly in order to get at the grading of the shoofly for the railroad. He wanted these men to shoot stumps and place culverts so that he could get the Cat to this cut.

This is a relief job but it seems to me that there should be some way out for the contractor when he cannot secure relief men.

Very truly yours,

E. A. COLLIER
Division Engineer

cc. R. H. Baldock

EAC:AF

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREGON

RECEIVED
FEB 3 1936
STATE H[illegible]

Stencil No. 124

IN YOUR REPLY PLEASE REFER TO FILE No. Oregon 190-E

February 1, 1936

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the __________ project agreement and certificate for the above numbered project.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Highway Engineer

Encls.

Iron

Hwy. 27686

Form P. R. 2
State Oregon
Project No. 100, Sec. B

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

UNITED STATES DEPARTMENT OF AGRICULTURE

WASHINGTON
GOVERNMENT PRINTING OFFICE
1933

8—5518

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 30th day of November, 1935 by and between the Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the [illegible] day of November, 19[illegible], a project statement, which was approved by the Secretary on the 17th day of December, 19[illegible], for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for Section [illegible] of said project which were recommended for approval by the United States District Engineer on the 23rd day of September, 19[illegible]; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of fifty four thousand, five hundred three and 65/100 dollars ($54,503.65) as the share of the United States payable under said act on account of Section [illegible] of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

8—5518

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

Article I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(a) By the State Chap. 175, Laws of 1917 and Chap. 31, Laws of 1920. (Include date and citation of act of legislature by which authorized)

(b) From other sources (State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

Article II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 384+00, the south end of Section C of said project in the NW 1/4 of Section 8, T. 40 S., R. 2 E., and survey station 429+50 in the NE 1/4 of Section 17, T. 40 S., R. 2 E., W.M., length 0.861 of a mile~~s~~, in Jackson County, being Section E of Oregon project No. 190, consisting of 0.861 of a mile~~s~~ of roadway and no bridges, ~~each~~ of more than 20 feet clear span, ~~are mile in length~~ known locally as the Torrent Creek-Wall Creek Section of thePacific Highway, between official control points Ashland and the Oregon-California line, near Hilt.

8—5518

CHARACTER AND METHOD OF CONSTRUCTION

Article III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section B of said project shall not in any event exceed the sum of fifty four thousand, five hundred three and 65/100 dollars ($54,503.65), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of eighty nine thousand, three hundred fifty and 25/100 dollars ($89,350.25), the approved total estimated cost of Section B of said project.

PAYMENTS

Article V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to the State Treasurer

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon
(Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

~~In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.~~

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

Article VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit:
(Include reference to statute authorizing funds and probable amount annually available)

Chapter 41, Laws of 1927.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the 20th day of Jany., 1936

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Henry F. Cabell
Chairman, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By F L TouVelle
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

SECRETARY OF AGRICULTURE,

By
Acting Chief, Bureau of Public Roads.

8—3313

Form PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

The Secretary of the Treasury, and

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as Project No. 120-E, State of Oregon.

Second. That in accordance with said provisions I have approved the sum of $ 89,350.25 as the total estimated cost of said project, and the sum of $ 54,503.65 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this 20th day of January one thousand nine hundred and thirty-six

Secretary of Agriculture,

By

Acting Chief, Bureau of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE

R H BALDOCK

190.E

December 20, 1935

NC
State Highway Engineer

COST ANALYSIS TO DECEMBER 15, 1935

Pacific Highway, North Unit Torrent Creek-Wall Creek, Grading,
Contract 1763, Prefix 15-1110

Berke Bros. Inc., Contractors
P. P. Whitmore, Resident Engineer

	Cost	Quantity	Unit Cost	Unit Bid	Gross Revenue
Clearing & Grubbing	$3207.35	8 Acres 85% Complete	----	Lump Sum	$5950.00
Trench Excavation	72.45	120 Cu. Yd.	0.60	1.00	120.00
Class "A" Exc. (Abrasion 10% Minus)	6047.84	15,000 " "	0.403	0.50	7500.00
" "B" " (Abrasion 10% Plus)	7514.00	26,000 " "	0.289	0.35	9100.00
Overhaul	2200.00	110,000 Yd. Sta.	0.02	0.01	1100.00
9" Perf. Corr. Iron Pipe	231.60	208 L. F.	1.113	1.25	260.00
18" Corr. Iron Culv. Pipe	556.70	268 " "	2.077	2.00	536.00
30" " " " "	242.75	60 " "	4.05	4.00	240.00
Rock Backfill in Drains	57.90	34.7 Cu.Yd.	1.67	3.00	104.10
TOTAL	$20,130.59				$24,910.10

Gross Revenue	$24,910.10
Total Cost	20,130.59
Net Profit	$4,779.51

Net Profit Equals 19.2% of Revenue

COST ANALYSIS TO DECEMBER 15, 1935

Pacific Highway, North Unit Torrent Creek-Wall Creek, Grading,
Contract 1763, Prefix 15-1110

Berke Bros. Inc., Contractors
P. P. Whitmore, Resident Engineer

DETAIL OF COST

Labor:

Labor	$6,057.27	
Supervision	575.03	
State Industrial Accident Commission	331.63	
		$6,963.93

Material:

9" Corr. Iron Pipe Perf., 208 L.F. at 0.81	$168.48	
9" " " " Bands, 9 at $1.10	9.90	
18" " " " 268 L.F. at $1.47	393.96	
18" " " " Bands, 12 at $2.03	24.36	
30" " " " 60 L.F. at $2.91	174.60	
30" " " " Bands 2 at $3.46	6.92	
		$778.22

Equipment Rental, Supplies & Misc.:

Equipment Rental	$5,263.75	
Gas, Oil & Grease	2,186.50	
Explosives	3,131.90	
Small Tools, Supplies & Misc.	651.39	
Lumber & Supplies for Temporary Buildings	105.19	
Freight & Cartage	66.91	
Team Hire	120.50	
Liability Insurance	115.00	
Bond 1% of Gross Earned	249.10	
Overhead Expense	498.20	
		$12,388.44

COST GRAND TOTAL	$20,130.59

COST ANALYSIS TO DECEMBER 15, 1935

Pacific Highway, North Unit Torrest Creek-Wall Creek, Grading,
Contract 1763, Prefix 15-1110

Berke Bros. Inc., Contractors
P. P. Whitmore, Resident Engineer

REMARKS:

This job was awarded October 9; work was started October 15th, and to December 15th, the job was about 28% complete. The contractors had just completed a grading job adjoining this section and had their equipment, machine shop and office available for this job, which saved time and cost.

The weather has been good for fall work, and only about 16% of the time has been lost due to rain and snow.

Clearing, consisting of about 8 acres of laurel, white oak and fir was cleared with hand labor, and one team, for an average cost of about $400 per acre. Powder was used to shoot the large stumps. The steep slopes hampered progress and increased cost.

A 1$\frac{1}{4}$ Cu. Yd. Koehring Shovel and five 6 Cu. Yd. trucks, working two seven-hour shifts per day in the large cut on the north end of the job, have made good progress. 41,000 Cu. Yds. of material has been moved in 359 hours shovel operating time, and average of 114 Cu. Yds. per hour. A pioneer road was bulldozed out so that trucks could travel from top of large cut to bottom of deed fill on about a 12% grade. a 60 H.P. gas cat and bulldozer are used on the fill to level and compact.

Approximately 85% of the material excavated was drilled and blasted. 23,200 pounds of explosives were used to blast about 35,000 cubic yards of granite and basalt rock, an average of 0.65 pounds per cubic yard. The average cost of drilling and blasting was about $0.154 per cubic yard. Extremely hard basalt rock, containing iron ore, encountered in the core of the large cut (Station 385 to 391), has slowed up drilling and has increased cost.

The excavation material on this job consists of granite and basalt rock, the top surface ranging in depth from 5 to 20 feet, is top soil and decomposed granite. Below this level the material is solid, varying in hardness from about 2% abrasion to 20% abrasion, and drilling and blasting is required. The material was classified as Class "A" and Class "B" excavation; Class "A" composed of such material that when subjected to the standard abrasion test, the abrasion loss did not exceed 10%, Class "B" comprised all other material excavated.

The contractor plans on moving most of the material in the small cuts ahead, with a 75 H.P. Allis Chalmers Tractor and an Angledoser, which are now on the job.

E. H. Clymer
Cost Analyst

190 E

November 4, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement for the Torrent Creek-Wall Creek Section, Project No. 190-E.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department Federal Aid Project No. 190-E

TORRENT CREEK-HALL CREEK SECTION OF THE PACIFIC HIGHWAY IN JACKSON COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, November 2, 1935

Roadwork (Sta. 384+00 to Sta. 429+50)

All Required		Clearing and Grubbing		$ 7,000.00
1,000	cu. yds.	Trench Excavation	$ 1.00	1,000.00
52,000	cu. yds.	Class "A" Excavation	0.50	26,000.00
108,000	cu. yds.	Class "B" Excavation	0.35	37,800.00
318,000	yd. sta.	Overhaul	0.01	3,180.00
0.60	mile	Finishing Roadbed and Slopes	600.00	360.00
5,000	lin. ft.	Rounding Cutbanks	0.15	750.00
300	lin. ft.	9-inch Perforated Corr. Iron Pipe, Uncoated	1.25	375.00
1,300	lin. ft.	18-inch Corr. Iron Pipe, Protected Invert	2.00	2,600.00
70	lin. ft.	30-inch Corr. Iron Pipe, Protected Invert	4.00	280.00
250	lin. ft.	18-inch Extra Strength Corr. Iron Pipe, Protected Invert	3.00	750.00
270	lin. ft.	24-inch Extra Strength Corr. Iron Pipe, Protected Invert	3.75	1,012.50
40	cu. yds.	Rock Backfill in Drains	3.00	120.00
			Subtotal	$ 81,227.50
			10% Engr. & Cont.	8,122.75
			Total	$ 89,350.25

Length (Sta. 384+00 to 429+50 0.861 mile
(Sta. 429+50 to 451+30 1.410 " (Exception)
Total Length 1.271 miles

Cost per mile (Sta. 384+00 to 429+50) $103,774.97

Federal Aid Funds Requested- -$ 54,503.65 (61%)
State Funds- 34,846.60

$ 89,350.25

State Funds for Constr: Chap. 175, laws 1917; Chap. 31, laws 1920
State Funds for Maint: Chap. 41, laws 1927

RECEIVED AT

STANDARD TIME INDICATED ON THIS MESSAGE

Postal Telegraph

THE INTERNATIONAL SYSTEM

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TELEGRAMS CABLEGRAMS RADIOGRAMS

This is a full rate Telegram, Cablegram or Radiogram unless otherwise indicated by signal in the check or in the address.

DL	DAY LETTER
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LCO	DEFERRED CABLE
NLT	NIGHT CABLE LETTER
	RADIOGRAM

Form 16 20RW 41 DL

RECEIVED
NOV 1 1935
LEGAL DEP'T

MEDFORD ORE 1155A NOV 1 1935

J M DEVERS

518 ATTORNEY STATE HIGHWAY COMMISSION SALEM ORE

MR VONDERHELLEN AND I WILL BE PLEASED TO AVAIL OURSELVES OF THE OPPORTUNITY TO MEET WITH THE COMMISSION ON THE EVENING OF NOVEMBER SIXTH AT EIGHT PM FOR A DISCUSSION OF MR VONDERHELLENS CLAIM AND WILL SEE YOU AT THAT TIME

TOM HOLMAN

1214P

Telephone Your Telegrams to Postal Telegraph

At the beginning of the job a heavy scarifier, bulldozers and scrapers were tried in an effort to move the Class B material without shooting but it was found necessary to drill and shoot everything except the top surface and slide material. After shooting the material was loaded with a 1½ cu. yd. gas shovel and hauled away in 5 cu. yd. trucks. The Class B material could be shot and moved for about 40% less cost than the Class A material.

317,100 pounds of explosives were used to shoot about 326,000 cu. yds. of granite an average of about 0.972 pounds per cu. yd. The average cost of drilling and blasting was about $0.19 per cu. yd.

The equipment repairs on this job have been excessive due to steep grades some of which were about 30%, heavy material, inexperienced operators hired through County Employment Bureau, and rough pioneer roads. 50% of the cost of repairs have been included in this report. The Equipment Rental Rates are sufficient to cover ordinary wear and depreciation. The total repair bills on equipment amount to $25,970.00.

The average cost of excavating figuring Class A and Class B as single classification is $0.427 per cu. yd.

E. E. Clymer

COST ANALYSIS TO OCT. 1, 1934

Oct. 3, 1934

PACIFIC HIGHWAY, NEIL CREEK BARRON CREEK SECTION, GRADING,
CONTRACT 1502, PREFIX 15 PG

Von Der Hellen and Pierson, Contractors
P. P. Whitmore, Resident Engineer

REMARKS:

This job was started Oct. 2, 1933 and is now about 99% complete. Finishing and the cleaning out of ditches is well underway and only about 4000 cu. yds. of slide material remains to be moved. Job should be completed by Oct. 15.

A total of 401,000 cu. yds. of granite and decomposed granite has been excavated in 1.51 miles of grading. The material was classified as Class A Excavation and Class B Excavation. Class A comprised such material that when subject to the standard abrasion test the abrasion loss did not exceed 10%. Class B comprised all other material excavated.

The top surface ranging from about 5 to 10 feet in depth consisting of top soil and decomposed granite, and several slides a total of about 75,000 cu. yds. was excavated without shooting.

At the beginning of the job a heavy scarifier, bulldozers and scrapers were tried in an effort to move the Class B material without shooting but it was found necessary to drill and shoot everything except the top surface and slide material. After shooting the material was loaded with a 1½ cu. yd. gas shovel and hauled away in 5 cu. yd. trucks. The Class B material could be shot and moved for about 40% less cost than the Class A material.

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The average cost of excavating figuring Class A and Class B as single classification is $0.427 per cu. yd.

E. H. Clymer

MEMO FOR PURPOSES OF COMPROMISE ONLY

Total "Class B Excavation" shown on final estimate	332,015.3 cu.yds.
From State's Cost Analysis of Oct. 3, 1934, p.3: "The top surface ranging from about five to ten feet in depth consisting of top soil and decomposed granite, and several slides, a total of about 75,000 cu. yds. was excavated without shooting"	75,000.00
Cubic yards of such "Class B Excavation" that had to be drilled and shot, but estimated to be paid for at only 27¢ per cubic yard	257,015.2
(Due to equal 70¢ per cu. yard bid price, a balance of 43¢ per cu. yard)	
Deduct 50% of above 257,015.2 cubic yards, on Cost Above Analysis Statement (p.3) that "The Class B Material could be shot and Moved for about 40% less cost than in Class A Material."	127,507.6
Net to be paid for @ 43¢ per cubic yard	127,507.6
Payment due on such 127,507.6 cubic yards @ 43¢ per cubic yard	$ 54,828.26

170 E

October 30, 1935

Berke Bros., Inc.
2815 S. E. Harrison St.
Portland, Oregon

Gentlemen:

We are sending to you today by express a fully executed copy of Contract No. 1763, awarded to you on October 9, 1935, for grading on the North Unit of Torrent Creek-Wall Creek Section of the Pacific Highway in Jackson County.

This copy is for your records and files.

Very truly yours,

Secretary

MBL

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREGON

October 9, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence in award of contract, as of this date, for Oregon Federal Aid Project No. 190-E, North Unit, Torrent Creek-Wall Creek section of the Pacific Highway, to Berke Bros., Portland, Oregon, who submitted the low bid.

Very truly yours,

W. H. LYNCH
District Engineer

By

F. E. Andrews
Sr. Highway Engineer

Jon

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

190 E
IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREGON

September 23, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Federal Aid Project No. 190-E, the Torrent Creek-Wall Creek section of the Pacific Highway, have today been recommended for approval, subject to final review and approval by the Chief Engineer. This will be your authority to advertise for bids.

To agree with the project agreement for NRH 190-C, the beginning of this project has been changed to Station 384+00 and the plans and estimates have been changed accordingly. Pay items for the work involved in the overlap of the two projects are to be considered non-participating items. The length of the project is decreased 0.019 mile to 0.861 mile.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

FORM 9-A-1 19194 9M 1-35

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

190E

OREGON STATE HIGHWAY COMMISSION

SALEM

April 22, 1935.

IN REPLY PLEASE REFER TO FILE NO.

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTN: H. G. SMITH

Dear Sir:

We are sending you by express today plans for the Pacific Hwy Torrent Creek-Wall Creek Section as per the attached list. Attached hereto you will find estimate for this section omitting therefrom the railroad structure at Wall Creek and the box culverts on north and south Wall Creeks.

I recommend:

1. That the grading of this section be let with the railroad structure and culverts, and if this proves impossible-

2. That the culverts be let with the structure prior to the grading since it is probable that aggregate for all three structures will be unloaded from the railroad track.

A sketch is being submitted with the plans showing wood roads which might be used for access to the Torrent Creek-Wall Creek Section. These wood roads consist of about one mile of narrow dirt road on 10% or 20% grades through private property and would give access to the new line at station 398 and to a point near station 429.

Additional right of way is required from Robert Casey and Glenn Husted on account of our revised line and slopes, the descriptions are submitted with the plans.

The next section above Wall Creek would extend to Siskiyou Station and an estimate attached hereto indicates the cost will run about $109,000.00 which will include two spur connections at Siskiyou, plans for which are submitted herewith. Until the limits of the job are decided upon it is difficult to write special provisions but I will make the following suggestions.

"Date of Completion" - September 30th, 1936. All clearing and burning to be completed by March 1, 1936.

"Federal Requirements" On account of isolation recommend 40 hour week.

"Clearing and Grubbing" Same as Barron Creek-Torrent Creek.

"Earthwork" Single classification. This has been classified on our standard two classification basis but the work has been well opened up by railroad cuts and highway cuts and I recommend single classification.

"Protection Against Unbalanced Bidding" If we must have two classifications, provide that rock shall be bid not less than common.

FORM 9-A-1 19184 5M 1-33
COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

IN REPLY PLEASE
REFER TO FILE NO.

"Compaction of Embankments" Same as Barron Creek.

Use other special provisions as shown in Barron Creek-Torrent Creek and in addition, provide bond to protect Southern Pacific Railroad Company against damage during construction. Provide that contractor shall coordinate his operations with contractor for railroad structure in case separate contract is let for it.

On the estimate I have shown common at 30¢ and rock at 75¢. Clymer's final on von der Hellen's job shows cost of 54¢ for class "B" and 51¢ for class "A". Common will be easier than class "B" and rock will be harder than class "A" and rock will be about the same as class "A" except for difficulty of shooting close to the railroad track. Plans for Ashland-Neil Creek have not yet been received from Whitmore but are expected soon.

The Torrent Creek Wall Creek Section will be much easier of access after completion of Berk's contract and if the Wall Creek-Siskiyou Section were done first. In case it appears undesirable to put on grading from Torrent Creek to Wall Creek at this time, suggest we put on Wall Creek-Siskiyou Station and Ashland-Neil Creek. The structure should be put on in any case.

Very truly yours,

E. A. COLLIER
Division Engineer

cc. R. H. Baldock ✓
cc. S. H. Probert
EAC:AWF

Data for Torrent Creek-Wall Creek Section

1. 1" to 100' Detail Map (~~At Siskiyou Spur~~) Station 458 - 500.
2. 1" to 100' Map Sta. 492 - 559
3. 1 - Location Map Siskiyou Spur
4. 1 - Profile - Connection at Siskiyou
4a. 1 - Book Computation sheets connections at Siskiyou.
5. 1 - Roll Plotted Cross Sections At Siskiyou Spur.
6. 1 - 1" to 500' Map showing wood roads.
1 - Profile Torrent Creek-Wall Creek on tracing cloth 362-465
1 - Roll on hard profile paper showing slope limits Sta. 385 - 465+48
1 - Roll Plotted Cross Sections 381 - 390
1 - " " " " 387 - 419
1 - " " " " 420+20 - 445
1 - " " " " 445+50 - 490+62.1
1 - " " " " 491+92.1 - 539+64.2 bk = 539+19.6 ah.
1 - Mass Diagram Sta. 365 - 465
1 - " " Barron Creek-Siskiyou Summit - 350 - 613
1 - Book of computation sheets Torrent Creek-Wall Creek 365-465 - Whitmore
1 - " " " 362 - 629+50
1 " " " 0+00 to 537+72.9 - Martin
1 - Book of Classification & drainage notes - Weaver
1 - Book of Coordinate sheets (Ashland-California Line) - Weaver
2 - Right of way descriptions (Robert Casey and Glen Husted)
1 - Book Location Transit Notes and section ties.
1 - Book level & cross section notes.
1 - Book Location cross section notes (Ashland-California Line) - Weaver

APR. 22, 1935

TORRENT CREEK-WALL CREEK SECTION

E. A. COLLIER, Div. Engr

Sta. 383 to Sta. 451+50 = 1.29 miles.

ENGINEER'S ESTIMATE

Clearing & grubbing	All		$5000
Trench Excavation	1080 Cu. Yds.	at $1.00	1080
Common Excavation	113,000 C.Y.	.30	33900
Rock Excavation	255,000 "	.75	191250
Overhaul	354,000 yd. mi.	.03	10620
Truckhaul	107,900 "	.20	21580
18" Culvert Pipe	2000 lin. ft.	2.50	5000
24" Culvert Pipe	260 lin. ft.	3.50	910
30" Culvert Pipe	70 lin. ft.	5.00	350
Rounding Cut Banks	2500 lin. ft.	.10	250
Finish Roadbed & Slopes	1.29 Mi.	200.	460
Rock backfill in drains	100 C. Y.	2.00	200
8" Porous draintile	250 lin. ft.	.40	100
9" Perforated Corrugated Iron Pipe	250 lin. ft.	1.00	250
			$270,950.
Plus 10% for Contingencies and engineering			27050.
		Total - - -	$298,000.

Wall Creek Structure contract to include besides railroad structure
Box culverts on north and south Wall Creek
232+28 = 255 cu. yd. class "A" concrete
25300+2500 = 27,800 lbs. Steel
Trench Excavation 1,010 cubic yards.

Apr. 22, 1955

[illegible] SECTION
Sta. [illegible] to Sta. [illegible] = 1.57 Miles
with two [illegible] connections at [illegible]

E. A. Collier, Div. Engr.

ENGINEER'S ESTIMATE

Clearing and grubbing	All		5,000
Trench Excavation	1000 C.Y. At.	$1.00	1,000
Common Excavation	147,500 C.Y.	..30	44,250
Rock Excavation	51,700 C.Y.	.75	38,775
Overhaul	152,000 Sta.	.03	4,560
Truck Haul	15100 Yd. Mi	.20	3,020
18" Culvert	1300 lin. ft.	2.50	3,250
Concrete	280 C.Yd.	25.00	7,000
Steel	70,000 lbs.	.03	2,100
Rounding cutbanks	3000 lin. ft.	.10	300
Finish Roadbed	1.57 mi.	200.00	314
			109,569

FORM 5-A-1 12000 5M 1-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

Feb. 24, 1934.

IN REPLY PLEASE REFER TO FILE NO.

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTENTION: H. G. SMITH

Dear Sir:

I am writing up the three jobs outlined by you on the Siskiyous.

1-A considerable saving in the area to be cleared can be made by the use
of clearing limits not parallel to centerline -- for instance in places
clearing limit line running from 40 feet out at station 400 to 90 feet out
at station 401 would fit the edge of the fill. Have you any objection to
the use of such clearing limit lines?

2-104,000 Yards of excavation are to be hauled through the Wall Creek under-
crossing and used in fills below. I have made the Barron Creek-Wall Creek
section extend from station [illegible] to 475, which is 600 feet below the crossing.
It will not be possible to complete the fills in the south quarter mile of
this section until the Wall Creek underpass is in place. The Wall Creek
structure will be about 90 feet long and have rather long abutments. Is the
plan to let the Wall Creek structure separate and include with it only such
excavation as must be taken out to permit construction of the abutments and
wing walls. The Wall Creek siding is one-fourth mile north of the under-
crossing. With the under-crossing structure I would like to include a
concrete box culvert extension for each fork of Wall Creek, station 442+70
and station 435. The structure at station 435 could be included in the
Barron Creek-Wall Creek grading section but I believe it will be easier to
get aggregate for this structure into place from the railroad grade above.
Both of these culverts would have to be in place before much grading is done
at the Wall Creek under-crossing. The project stopping at station 435 would
not involve any disturbance of railroad facilities.

3-Classification. - My own preference and recommendation is for single
classification. However I understand the Department favors two classification;
hence I am writing these jobs up on the standard two classification basis.

Please advise at your early convenience.

Very truly yours,

E. A. Collier
Division Engineer

cc. R. H. Baldock
EAC:AW

CONTRACT#1764,

SEE:

CONTRACT#1743,

17[illegible] [illegible]: Contract 17[illegible]

CONTRACT#1765,

SEE:

CONTRACT#1752,

[illegible] [illegible] : Contract 1752

CONTRACT #1766,
1767,

WPSO 256 Jordan Cr. Sec., I.O.N. Hwy. 1935
1766 West Unit
1767

FORM 5-A-1 10M 7-37

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

July 26, 1938

IN REPLY PLEASE
REFER TO FILE NO.

Hon. David F. Graham
County Judge of Malheur County
Vale, Oregon

Dear Sir:

According to action taken by the State Highway Commission at its meeting July 21, 1938, your County will be relieved of any obligation in connection with the grading and construction of bridges on the West Unit of the Jordan Creek Section of the I. O. N. Highway, as covered by the Agreement of February 8, 1936. This decision was made upon consideration of the fact that the Jordan Valley Road was adopted in 1937 as a Secondary State Highway, and, therefore, placed under the jurisdiction of the Commission.

Very truly yours,

State Highway Engineer

R V Hollenberg

FORM 5-M-1 1M 1-38
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

RECEIVED
JUL 18 [illegible]
FOR FILING

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

256

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

July 18, 1938

IN REPLY PLEASE
REFER TO FILE NO

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Attention Mr. H. G. Smith, Construction Engineer

Dear Sir:

Your letter of July 11 requested that I furnish further particulars concerning overrun on the West Unit of the Jordan Creek Section of the I.O.N. Highway as constructed by Dunn and Baker in 1936.

I know of nothing further that I can add to my report at the time of the job completion. The overrun was entirely the result of excess excavation.

At the time the location survey was made, soil tests were made by means of a dirt auger and the larger cuts appeared to contain a high percentage of rock and were so classified and slopes were estimated on a basis of ½:1. During construction, the material did not contain as much rock as had been anticipated and it was necessary to use 1:1 slopes. The rock excavation was decreased, but there was a very heavy overrun in common excavation, the material being used to widen the roadbed down the hill into the Owyhee River.

Had the slopes not been taken out to a 1:1 basis, heavy maintenance work would have resulted, as the slopes would not have been stable. Owing to the stable slopes secured and the extra roadbed width on the Owyhee River grade, which is the poorest alignment on the I.O.N. Highway, it would appear that the extra expenditure was well justified.

I can give no extenuating circumstances to relieve Malheur County of payment for the overrun other than that it was no fault of the County that the overrun occurred.

Very truly yours

W. C. WILLIAMS
Division Engineer

WCW:M

cc R. H. Baldock

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

RECEIVED
JUL 13 1938
FOR FILING

256

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

July 11th, 1938

IN REPLY PLEASE
REFER TO FILE NO.

Mr. W. C. Williams
Division Engineer
State Highway Dept.
La Grande, Oregon

Dear Sir:

Please send further particulars concerning the overrun on the West Unit of the Jordan Creek Section, with particular reference to any extenuating circumstances which would make argument to relieve Malheur County of payment for the overrun. This is on both the Federal and Private Lands.

Very truly yours,

R. H. BALDOCK
STATE HIGHWAY ENGINEER

By

H. G. Smith
Construction Engineer

HGS:AR

cc to: R. H. Baldock ✓

NOTED

RECEIVED
JUN 17 1938
FOR FILING
256

April 30, 1938

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed four copies of Form Emp. 32, covering labor and materials costs on the West Unit, Jordan Creek Section, Project No. WPGO 256, for work under Contract No. 1767.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dist. by J. W. Nash/ER

Encl.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

March 16, 1938

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

On January 10, 1938, we requested form Emp. 32 for Contract No. 1767 on project WPSO 256, the Owyhee River Bridge. As the final voucher must be held in this office until we receive this form, will you please expedite?

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREGON

RECEIVED
[illegible] 11 1938
OREGON
STATE HIGHWAY COMMISSION

January 10, 1938

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir;

Reference is made to your letter of December 7, 1937, forwarding final vouchers for Oregon projects WPSO 256, the Owyhee River Bridge, and WPSO 290, The Dalles-ThreeMile Creek section. Ok

As the form Emp. 32 for Contract No. 1767 on WPSO 256, mentioned in this letter, has not been received, we must hold the final voucher in this office. Will you please forward it as soon as possible?

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

April 8, 1938

Mr. L. R. Chandler
Resident Highway Engineer
Burns, Oregon

Dear Sir:

We have not received Form Emp. 32, Statement of Employment, Materials and Equipment Purchased to Accompany Final Voucher, for the Private Lands Portion of the West Unit of Jordan Creek Section, Contract No. 1767.

In order to collect final payment of Federal Aid funds from the U. S. Bureau of Public Roads, it is necessary that this form be presented. We request that you have the information furnished by the contractor and forwarded to this office at your earliest convenience.

Five copies of Form Emp. 32, together with instructions for preparing the form, are enclosed herewith.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by M. H. Milner/GS

Encl.

cc Mr. W. C. Williams

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

-1938
STATE HI[illegible] [illegible]MISSION

April 6, 1938

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to our letters of January 10 and March 16 requesting copies of form Emp. 32 for your Contract No. 1767 to accompany the final voucher for Oregon U. S. Works Program Highway project WPSO 256, the Owyhee River Bridge section of the I.O.N. Highway.

We received today additional copies of form Emp. 32 for contract No. 1813, but have not received any for contract No. 1767. Will you please submit the required form in quadruplicate as soon as possible.

Very truly yours,

WH Lynch

W. H. LYNCH
District Engineer

x

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE REFER TO FILE No. No. 8

POST OFFICE BUILDING
PORTLAND, OREGON

256a

December 9, 1936

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Final inspection of Oregon WPSO 256-A, West Unit of the Jordan Creek Section, I.O.N. Highway, Malheur County, was made by a representative of this office on November 13, 1936. Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L J Caufield
L. J. Caufield
Highway Engineer

Jon

R. M. Baldock.

3-8

Dec. 16, 1936

COST ANALYSIS FINAL REPORT

I.O.N. Highway, Federal Lands Portion of West Unit Jordan Creek Section, Grading
Contract 1766, Prefix 23-1010

Dunn & Baker, Contractors
L. R. Chandler, Resident Engineer

NOTED
State Highway Engineer

Item	Cost	Quantity All		Unit Cost	Unit Bid	Gross Revenue
Clearing & Grubbing	$1,659.74	82 Acres		20.24	Lump Sum	$3,000.00
Trench Excavation	167.20	238.6	cu. yds.	0.70	1.00	238.60
Common "	33,965.00	159,456.7	cu. yds.	0.213	0.23	36,675.04
Solid Rock "	18,060.00	18,428.5	cu. yds.	0.98	0.50	9,214.25
Overhaul	3,845.35	153,814	yd. sta.	0.025	0.02	3,076.28
Truck Haul	4,907.50	19,630	yd. mi.	0.25	0.20	3,926.06
Finishing Roadbed & Slopes	7,229.30	9.61	Miles	752.27	500.00	4,805.00
18" Corr. Iron Pipe	2,017.20	984	Lin. Ft.	2.05	2.25	2,214.00
24" " " "	886.60	286	Lin. Ft.	3.10	3.30	943.80
60" " " "	594.50	44	Lin. Ft.	13.52	15.00	660.00
Selected Roadbed Topping	3,400.75	11,730½	cu. yds.	0.29	0.40	4,692.20
Hauling " "	3,342.75	23,881¼	yd. mi.	0.14	0.12	2,865.75
Force Account	38.44					38.44
Sub-Total	$80,114.33					$72,349.42
Mess House & Lodging	11,207.81	7,794 man days		1.44	1.00	7,794.35

	Contract 1766	Contract 1767	Mess House	Total
Total Cost	$80,114.33	$40,154.40	$11,207.81	$131,476.54
Gross Revenue	72,349.42	40,285.97	7,794.35	120,429.74
Net Loss				$ 11,046.80

Net Loss Equals 9.2% of Gross Revenue

COST ANALYSIS FINAL REPORT

I.O.N. Highway, Private Lands Portion of the West Unit of Jordan Creek Section, Grading
Contract 1767, Prefix 23-1011

Dunn & Baker, Contractors
L. R. Chandler, Resident Engineer

Item	Cost	Quantity	Unit Cost	Unit Bid	Gross Revenue
Clearing & Grubbing	$ 323.85	16 acres	20.24	$250.00	$ 4,000.00
Trench Excavation	58.75	83.7 cu. yds.	0.70	1.00	83.70
Common "	6,840.00	32,113 cu. yds.	0.213	0.25	8,028.25
Solid Rock Excavation	24,415.00	24,912.3 cu. yds.	0.98	0.80	19,929.84
Overhaul	1,624.95	64,997.9 yd. sta.	0.025	0.02	1,299.96
Truck Haul	3,316.50	13,266 yd. mi.	0.25	0.20	2,653.20
Finishing Roadbed & Slopes	1,233.75	1.64 Miles	752.27	1000.00	1,640.00
18" Corr. Iron Pipe	484.00	236 Lin. Ft.	2.05	2.25	531.00
24" " " "	223.20	72 Lin. Ft.	3.10	3.30	237.60
36" " " "	763.00	140 Lin. Ft.	5.45	6.00	840.00
Selected Roadbed Topping	565.75	1,951 Cu. Yds.	0.29	0.40	780.40
Hauling " "	305.70	2,183½ Yd. Mi.	0.14	0.12	262.02
	$ 40,154.45				$ 40,285.97

Contracts 1766 & 1767

Details of Cost

Labor:

Supervision	$3,011.83	
Labor	43,423.71	
Labor Mess House & Lodging	3,938.35	
State Industrial Accident Insurance	2,986.22	
Unemployment Insurance	363.61	$53,723.72

Materials:

18" Corr. Iron Pipe	1220 lin. ft. at 1.493	1,821.46	
18" " " " Bands	32 each at 2.20	70.40	
24" " " "	358 lin. ft. at 2.36	843.50	
24" " " " "	10 each at 2.74	27.40	
36" " " "	130 lin. ft. at 4.84	629.20	
36" " " " "	5 each at 4.54	22.70	
60" " " "	44 lin. ft. at 9.63	423.72	
60" " " " "	1 each at 9.63	9.63	3,848.01

Equipment Rental, Supplies and Misc.:

Equipment Rental	33,082.80	
Gas, Oil, Grease and Flamo	17,035.05	
Explosives	5,926.80	
Small Tools, Supplies and Misc.	5,777.72	
Lumber and Camp Supplies	1,657.35	
Mess House Supplies	5,365.57	
Hired Trucks	922.00	
Bond	1,034.38	
Part of Home Office Expense 3%	3,103.14	72,005.48

Cost Grand Total	$ 131,476.54

COST ANALYSIS FINAL REPORT

Contracts 1766 and 1767

REMARKS:

These two contracts, each consisting of four sections of grading, making one continuous section 11.25 miles in length, was handled like one contract. The contracts were bid and awarded Oct. 9, 1935. Work was started October 22nd, and was finished June 27th, 1936. The weather was good for winter work and operations were carried on all winter with the exception of three short periods during severe storm or when grade was too slick for trucks to operate.

The job was in an isolated location with no roads leading in. The equipment was hauled by way of Burns to Folly Farm. The shovel was reassembled at Folly Farm and then the shovel and three cats were walked in on their own power across the desert for 40 miles. The cats, bulldosers and scrapers constructed road where needed on their way into camp. It was necessary also to construct about 20 miles of road across the desert between the camp and Jordan Valley, over which most of the supplies were trucked in. The cost of moving in and out was excessive amounting to about $7,265.00.

Due to the distance an inaccessibility from market centers, the supplies and materials were from 20% to 150% higher. Labor also could not be secured always when needed as there was no telephone and mail service was very slow.

The clearing was bid high. 98 acres covered with sage brush was cleared for a cost of only $20.25 per acre. The average bid price per acre was $71.40.

3-75 diesel cats, 2-12 yd. LeTourneau scrapers, and 1 bulldoser excavated about 60% of the common. This equipment working 3-7 hr. shifts per day made good progress on common. A ripper was used to loosen hard pan and gravel formations. Surface boulders and rock in bottom of some cuts slowed up scraper production.

A 1½ cu. yd. gas electric shovel and 5-5 cu. yd. trucks were used to excavate the solid and about 40% of the common. The rock consisting of lava, basalt and sandstone was drilled and blasted. About 2 lbs. of explosives were used per cu. yd. and the cost was about 0.55 per cu. yd. The high cost was due to shallow cuts and poor supervision.

The shovel working 3-7 hr. shifts per day made slow progress averaging about only 47 cu. yds. per hour. The trucks were old and in poor repair and were broken down a large part of the time which delayed the shovel.

20,000 man hours of employment were specified on contract 1767, but there hours were consumed with no increase in cost to job.

The job shows a large loss which is due to low bid price considering location, and to lack of efficiency.

E. H. Clymer
Cost Analyst

#1766

RECEIVED
NOV 18 1936
FOR FILING
3-8

November 17, 1936

Hartford Accident & Indemnity Company,
L. M. Miller, Agent,
Spalding Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 1766 for the construction of the Federal Lands Portion of the West Unit, Jordan Creek Section of the I-O-N Highway in Malheur County, has been completed by the contractors, Dunn & Baker, and that final settlement will be made by the State with said contractors for work done under said contract on or after November 27, 1936.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as you appear as surety on the bond furnished by the above contractors. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractors in connection with this contract will be $72,549.42, including the final payment. Of this amount $38.44 was for force account work.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary.

Dict. by J. McFarland.

FORM [illegible] 1M 7-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

November 2, 1936

IN REPLY PLEASE
REFER TO FILE NO.

3-D

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Attention Mr. H. G. Smith, Construction Engr.

Dear Sir:

I am enclosing herewith corrected semi-final estimate on the Federal Lands portion of the West Unit, Jordan Creek Section, I.O.N. Highway in Malheur County.

This estimate has been corrected to allow for overbreak in the cut between Stations 3656 and 3643, which overbreak was not allowed in the first semi-final estimate submitted by Chandler. The increased cost of the work by reason of allowing the overbreak is $889.99.

By express I am returning to you platted cross-sections and earthwork computation sheets for the project.

Very truly yours

W. C. WILLIAMS
Division Engineer

WCW:MA
enc.

cc R. H. Baldock

FORM S-A-1 6M 6-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

RECEIVED
OCT 31 1936
FOR FILING

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

256

IN REPLY PLEASE
REFER TO FILE NO.

October 29th, 1936

Mr. W. C. Williams
Division Engineer
State Highway Dept.
La Grande, Oregon

NOTED
State Highway Engineer

Dear Sir:

As requested, we are sending under separate cover, final records on the West Unit of the Jordan Creek Section, I.O.N. Highway in Malheur County, between Stations 3835 and 3845, as follows:

Platted Cross-Sections showing overbreak
Earthwork Computation Sheets
Copy of semi-final estimate and
Summary

Very truly yours,

R. H. BALDOCK
STATE HIGHWAY ENGINEER

By

H. G. Smith
Construction Engineer

Dictated by
Chas. E. Low
R

cc to: R. H. Baldock
J. W. McCallister

25b

RECEIVED
OCT 30 1936
FOR FILING

October 29, 1936

Mr. W. C. Williams
Division Engineer
State Highway Department
La Grande, Oregon

Dear Sir:

Reference is made to the final estimate on the West Unit of the Jordan Creek Secondary Highway, which shows an overrun on common from 80,000 to 157,000 and a decrease in solid rock from 41,000 to 17,000.

This job apparently shows a radical deviation from your customary location practice in that cuts of this magnitude were considered practical on a one-half to one slope. It has usually been your practice to stake such mixed cuts on a one to one slope with even balance, and then, if hard sound rock were encountered, to steepen the slope. Under such circumstances there is usually sufficient swell to make up the decrease in quantities.

Divergence from the preliminary estimate such as this cannot be reconciled in court and places us completely at the mercy of the contractor in the final settlement. I have found that your final estimates as a rule are slightly under the preliminary estimate, which evidences sound engineering preliminary examination; therefore, I suspect that this was occasioned by some deviation from your customary practice, which should be carefully guarded against in the future.

Very truly yours,

State Highway Engineer

RHB:MBL

cc - H G Smith

#1767

×

RECEIVED
OCT 29 1936
FOR FILING

256

October 29, 1936

Hartford Accident & Indemnity Company,
L. M. Miller, Agent,
Spalding Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 1767 for the construction of the Private Lands Portion of the West Unit, Jordan Creek Section of the I-O-N Highway in Malheur County has been completed by the contractors, Dunn & Baker, and that final settlement will be made by the State with said contractors for work done under said contract on or after November 7, 1936.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as you appear as surety on the bond furnished by the above contractors. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractors in connection with this contract will be $40,285.97, including the final payment.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary.

Dict. by J. McFarland.

FORM 5-A-4 5M 6-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

IN REPLY PLEASE
REFER TO FILE NO.

RECEIVED
FOR FILING

3-8

October 26th, 1936

Mr. W. C. Williams
Division Engineer
State Highway Dept.
La Grande, Oregon

Dear Sir:

With further reference to the final settlement with Dunn & Baker on their contract #1766, West Unit of the Jordan Creek Section of the I.O.N. Highway in Malheur County.

Your recommendation that this overbreak be allowed as it was not caused by negligence on the contractors' part but as the result of inaccurate estimation of the amount of powder required in classified material, is approved, and you may make the necessary adjustments in their final estimate.

Very truly yours,

R. H. BALDOCK
STATE HIGHWAY ENGINEER

By

H. G. Smith
Construction Engineer

HGS:AR

cc to: R. H. Baldock ✓

[illegible]

COMMISSIONERS,
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

x

OREGON STATE HIGHWAY COMMISSION

SALEM

256

October 19th, 1936

IN REPLY PLEASE
REFER TO FILE NO.

Mr. W. C. Williams
Division Engineer
State Highway Dept.
La Grande, Oregon

Dear Sir:

With reference to the overbreak on the Dunn & Baker contract for the West Unit of the Jordan Creek Section which was not allowed back of the one to one slope lines.

Before passing upon this question, I would like a resume of the matter by yourself or Mr. Chandler, giving the reasons for not allowing the overbreak in the first instance. If it was purely a mistake on the part of the contractor without any extenuating circumstances such as slides or shooting in that ficinity, I believe payment could be refused unless it was of material advantage to us in the embankments.

Neither do I believe that we are required to pay for unnecessary overbreak merely because it has been incorporated in a uniform manner in the fills.

I find it impossible, however, to pass upon a dispute of this nature without the reasons upon which the overbreak was denied by the Resident Engineer, and would, therefore, request the arguments pro and con in the matter.

Very truly yours,

R. H. BALDOCK
STATE HIGHWAY ENGINEER

By

H. G. Smith
Construction Engineer

HGS:AR

cc to: R. H. Baldock

[illegible]

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

X

OREGON STATE HIGHWAY COMMISSION

OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

256

October 17, 1936

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Attention Mr. H. G. Smith, Construction Engineer

Dear Sir:

Mr. J. M. Baker, of the firm of Dunn and Baker, recently wrote to me setting forth several items which he did not consider satisfactory on their contract for grading the West Unit of the Jordan Creek Section.

Each item has been taken up with Mr. Baker and he has agreed that everything is satisfactory with the exception of the non-allowance of overbreak in the large cut at Station 5635 to 5642, approximately. In this cut, there was some overbreak back of the 1:1 slope lines which Mr. Chandler recommended not be allowed. The amount of this, as I recall, was in the neighborhood of 2500 cubic yards to 3000 cubic yards. The The estimate amount is shown on the final records.

There is some question in my mind as to our right in not allowing this overbreak as the material was used in the construction of embankments. The use of the material in embankments was as widening and, of course, had not the overbreak occurred, it would not have been required. However, as it was hauled and distributed uniformly along the embankment slopes, it would appear to me that we would be justified in making payment for the same.

If this one item is taken care of, I believe everything will be satisfactorily cleared on this particular project. Whether or not you approve payment of this overbreak on the same basis as the excavation and the cut proper, please advise Dunn and Baker direct or advise me and I in turn will advise them.

Very truly yours,

W C Williams

W. C. WILLIAMS
Division Engineer

NOTED
State Highway Engineer

WCW:MA
cc R. H. Baldock

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

-5 b

October 12, 1936

IN REPLY PLEASE
REFER TO FILE NO.

Dunn and Baker
Contractors
Klamath Falls, Oregon

Attention Mr. J. M. Baker

Gentlemen:

I have made a study of the final records of your I. O. N. grading contract No. 1766 and 1767 and have the following information relative to the questions brought out in your letter of September 28:

I note a reduction in yardage in the cut between station 3635 to 3642 of 4600 cubic yards as compared with the estimate up until June 10, which was the last estimate submitted before I went over the work with you and made the final classification. The estimate of that date you will note included all quantities in one item at Stations 3613+90 to 3642+15 and excavation items were 61,200 cubic yards of common and 6,500 cubic yards of rock. The reclassified totals as submitted in the semifinal estimate for this section are 47,411 cubic yards of common and 15,665 cubic yards of rock which I find checks with the classification as established on the day of our inspection. I do wish to advise, however, that there was a total of approximately 2500 cubic yards of excavation in this cut which was not allowed by reason of this amount being overbreak back of a 1:1 slope line and the Resident Engineer advises that this overbreak was the result of careless shooting and gouging and therefore was not justified.

The June 10th estimate showed a total of 1203 cubic yards of rock between station 4056 to 4167. The semifinal estimate shows a total between these stations of 1247 cubic yards of rock. The estimate of June 10th shows a larger yardage between these stations, but this yardage was based on the original grade line and consideration was not given to the revised grade line which raised the grade sufficiently to miss considerable solid rock excavation, which was done at your request.

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

IN REPLY PLEASE
REFER TO FILE NO.

Mr. J. M. Baker
Subject: I.O.N. Grading Contracts
No. 1766 and 1767
Final quantities.

Approximately the same is true of the section between Stations 4010 and 4036 where the estimate of June 10th showed 3400 cubic yards of rock as compared with 3508 in the semi-final. Portions of the grade line between these sections were also raised and the estimate of July 10th evidently did not take into consideration this grade change.

Summing up the entire matter, it would appear that there is no change in the yardage of the last two named sections other than when we were on the ground and the reduction between Stations 3635 to 3642 is the result of an error in the original computations after being cross-sectioned, which computations were carried through until the final measurements. These final measurements have been closely checked and are authentic. There is, as I have told you, a 2500 cubic yard reduction in this cut by reason of overbreak back of the slope lines, but this was not determined until after the final measurement, which was subsequent to my inspection trip with you.

Very truly yours,

W. C. Williams
Division Engineer

WCW:MA

cc R. H. Baldock ✓
H. G. Smith

[illegible]

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

×

October 8, 1936.

IN REPLY PLEASE
REFER TO FILE NO.

256

~~[illegible]~~
~~[illegible]~~

Mr. L. R. Chandler,
Resident Engineer,
Burns, Ore.

NOTED
State Highway Engineer

Dear Sir:

At the request of Mr. Williams, we are sending you the 100' detail location map, Scotts Butte-Rock Creek Section; Station 2920+00 to 4240+00.

We are advised that this is to be used in the preparation of the 100' construction map. It is not necessary to prepare a new constructed line map. We would prefer such changes as are made during construction be shown on the located line map.

The located detail map should be returned as soon as the constructed line has been shown thereon, for the records in the Salem Office.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

Dictated by
Chas. E. Low
N.

CC to
R.H. Baldock ✓
W. C. Williams

FORM 5-A-1 5M 6-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

3
25 b

October 2, 1936.

IN REPLY PLEASE
REFER TO FILE No.

~~Mr. E. C. Williams,~~
~~Division Engineer,~~
~~La Grande, Ore.~~

Dear Sir:

In reply to your letter of October 1st, requesting certain construction data for grading the West Unit of Jorden Creek Section, I. O. N. Highway, wish to advise that these records, (except profile) were sent out yesterday to L. R. Chandler, Resident Engineer at Burns,

We are sending you a blue print of the profile also one to Chandler.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

Dictated by
H. N. Hackett
H.

CC to
R.H. Baldock
L. R. Chandler

NOTED
State Highway Engineer

#1766

3-D

September 29, 1936

Hartford Accident & Indemnity Company,
L. M. Miller, Agent,
Spalding Building,
Portland, Oregon.

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to Dunn & Baker on Contract No. 1766 for the construction of the Federal Lands Portion of the West Unit, Jordan Creek Section of the I-O-N Highway in Malheur County. This payment will be made on or after October 9, 1936.

Kindly acknowledge receipt of this letter.

Very truly yours,

STATE HIGHWAY COMMISSION

By

n Secretary.

Dict. by J. McFarland.

#1767

256

September 29, 1936

Hartford Accident & Indemnity Company,
L. M. Miller, Agent,
Spalding Building,
Portland, Oregon.

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to Dunn & Baker on Contract No. 1767 for the construction of the Private Lands Portion of the West Unit, Jordan Creek Section of the I-O-N Highway in Malheur County. This payment will be made on or after October 9, 1936.

Kindly acknowledge receipt of this letter.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary.

Dict. by J. McFarlnd.

FORM 6-M-1 500 5-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

RECEIVED
SEP 18 1936
OREGON

3-B

September 17, 1936

IN REPLY PLEASE
REFER TO FILE NO.

NOTED
State Highway Engineer

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Attention Mr. H. G. Smith, Construction Engineer

Dear Sir:

An overrun of approximately $9,000.00 occurred on the Federal Lands Portion of the West Unit Jordan Creek Section, I. O. N. Highway, Malheur County. There was, however, an underrun of almost $5,000.00 on the Private Lands Portion, which would somewhat offset this overrun. This involves contract items only.

The total project authorization for the two projects was $114,750.00 and the actual cost we find to be $117,454.00. This overrun was caused mainly by an increase in excavation quantities, the reasons for which will be explained. Some other variation of more than 10% occurred, explanation for same I will give herewith.

Federal Lands Portion, Contract 1766: The overrun of Trench Excavation appears to be result of under-estimation of quantities required in the preliminary estimate.

Excavation quantities on this project showed a great variation from the preliminary, the Common Excavation overrunning almost 100%, or a total of 77,000 cu.yd. This resulted from our inability to construct heavier cuts ascending from the Owyhee River to ½:1 slopes as estimated. The material would not stand on such slopes and it was necessary to use a 1:1 slope, which on steep hillsides ran far up the hill and resulted in tremendous increase in quantity. The solid rock quantity was decreased to only 40% of the estimated

Mr. H. G. Smith, Construction Engineer
Subject: West Unit Jordan Creek Section
I. O. H. Highway, Malheur County
Overruns and underruns of project
authorization explained.

amount, the material proving to be not solid rock in the larger cuts, as estimated, and it was for this reason that we were unable to construct the cutbanks on ½:1 slopes.

The overrun of Truck Haul items were increased by reason of the overrun in excavation items.

The overrun in the 24 inch size of culvert pipe resulted from necessity of placing pipe at points not designated in the preliminary plans.

Private Lands Portion, Contract 1767: Trench excavation was approximately only 50% of extimated quantities, the decreas resulting from overestimation in the preliminary plans. The total excavation quantities was approximately 57,000 yards as compared with estimated amount of 51,500. There was, however, a decrease of approximately 25% in the solid rock quantities with an overrun of 70% in Common Excavation quantities. Owing to the fact that Common Excavation materials shrank considerably, combined with the underrun of solid rock quantities, which had been estimated to swell, the total excavation quantities were overrun approximately 10%. A portion of this overrun was also caused by necessity of stripping gravel topping pits, a total of 8700 cubic yards of such stripping being required.on the two projects.

The overrun in the Truck Haul quantities was the result of necessity of hauling in material from considerable distance to complete fills originally estimated to be made from nearby cuts.

The underrun in 18 inch and 24 inch size culvert pipe was occasioned by eliminating certain pipes included in the

Mr. H. G. Smith, Construction Engineer — Page #3
Subject: West Unit Jordan Creek Section — 9-17-36
I. O. N. Highway, Malheur County
Overruns and underruns of project
authorization explained.

preliminary plans which were determined to be not needed during construction operations.

The underrun in Hauling Roadbed Topping resulted from the discovery of roadbed topping deposits not anticipated and which were closer to the points of deposit on the roadway, thereby decreasing the haul.

Very truly yours,

W. C. WILLIAMS
Division Engineer

WCW:MA

> cc R. H. Baldock

FORM 0-100 500 2-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

X

313 - 25b

RECEIVED
SEP 18 1936
OREGON
STATE HIGHWAY COMMISS

IN REPLY PLEASE
REFER TO FILE NO.

September 17, 1936

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Attention Mr. H. G. Smith, Construction Engineer

Dear Sir:

NOTED
State Highway Engineer

I am enclosing herewith semi-final estimate of the West Unit of the Jordan Creek Section, both Federal and Private Lands portions, I. O. N. Highway in Malheur County. All work on these projects were satisfactorily completed by Dunn and Baker, General Contractors, on June 27th. By express there is being forwarded to you the following records in support of the semi-final estimate:

One construction profile
One book earthwork computation
  sheets
One book platted cross-sections
One book cross section notes
One book transit notes
One book level notes
One book remeasurement notes
One book classification, grade
  and cross-section of borrow
  and gravel pit notes
One mass diagram
Twenty-six material receipt books
One index.
One book remeasurement culvert notes

Very truly yours

W. C. WILLIAMS
Division Engineer

WC:mm
enc.

cc R. H. Baldock

Form 338—5M—11-35

O[illegible]ON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

X

For Week Ending Sept.5,1936., 193

Section West Unit-Jordan Creek Section.

Kind of work Grading

Highway I.O.N.

Section prefix 23-1010 23-1011

Contractor Dunn & Baker

Contract number 1766 — 1767 —

Date of contract Oct.9,1935 Oct.23,1935, 193

Date of completion Oct.31,1936, 193

Date work started Oct.31,1935, 193

Estimated date of completion , 193

Amount of contract $ 62547.50 41771.50

Per cent of time elapsed %

Estimated cost of completed project, exclusive of engineering $ 72000.00 37000.00

Per cent of contract completed, based on total contract price %

Engineering cost to date, $, %

Date project was completed June 27,1936, 193

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Party working on semi-final estimate.Mass diagram completed 3644 to end of project,working on yardage ,mass diagram 3600 to 3644,copying brackets on final profils,etc.

RECEIVED
SEP 1936

NOTED
H. G. SMITH

Signed L. R. Chandler

Address Burns, Ore.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....,

Compressors ...., Bull Dozers ...., Sheet-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

FORM 3-H-1 14530 . 500 3-34

Commissioners
LESLIE M. SCOTT, Chairman, Portland
CARL G. WASHBURNE, Eugene
E. B. ALDRICH, Pendleton

H. B. GLAISYER, Secretary

R. H. BALDOCK
State Highway Engineer
Salem

OREGON STATE HIGHWAY COMMISSION
Office of W. C. WILLIAMS, Division Engineer
LA GRANDE, OREGON

11-12

256

August 28, 1934.

In Reply Please
Refer to File No.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Attention: Mr. H. G. Smith

Dear Sir:

Inspection engineers for the Bureau of Public Roads object to the method of borrowing material on the I-O-N Highway. As you know, Mr. Newell has been permitted to excavate wide shallow borrow pits in order to more efficiently operate his drag line. This practice is objected to, and if the Bureau insists that this practice be abandoned, I believe it would be advisable to insert a clause in the special provisions for the next contract stating that all borrow pits must be uniform width as well as depth.

I personally see no objections to the wide borrow pits on this type of roadway as they are shallow and will not hold water, and within two or three years would be completely covered with sagebrush and other vegetation, but I will admit that for the first two or three years a more symmetrical form of borrow pit would have a better appearance.

Very truly yours,

W C Williams

Division Engineer.

WCW:OG

cc R. H. Baldock.

[illegible]

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

G. S. PAXSON
ACTING BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

25b

August 26, 1936.

C. J. Montag & Sons
Box 304
Ashland, Oregon.

Gentlemen:

I am recommending to the Highway Commission that an extension of time in which to complete the construction of the Owyhee River Bridge near Rome be granted, this extension to be for 30 days, up to and including September 30.

Will you please secure the consent of your bonding companies to this extension.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

G. S. Paxson
Acting Bridge Engineer

GSP:AP

McFarland

Form [illegible]—5M—11-35

3-D

GON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

Section Public Lands Portion of West Unit Jordan Creek Section

For Week Ending July 25,1936, 193

Kind of work Grading

Highway I.O.N.

Section prefix 23-1010

Contractor Dunn & Baker

Contract number 1766

Date of contract Oct.9,1935, 193

Date of completion Oct.31,1936, 193

Date work started Oct.31,1935, 193

Estimated date of completion , 193

Amount of contract $ 62547.50

Per cent of time elapsed %

Estimated cost of completed project, exclusive of engineering $ 72000.00

Per cent of contract completed, based on total contract price %

Engineering cost to date, $, %

Date project was completed , 193

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Party working on semi-final estimate

Moved office to Jordan Valley on Friday.

NOTED
H. G. SMITH

Signed L. R. Chandler

Address Jordan Valley, Ore.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

[illegible]	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....,

Compressors ...., Bull Dozers ...., Sheet-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREGON

Stencil No. 124

IN YOUR REPLY PLEASE
REFER TO FILE No. Oregon USW Program
Highway Project No. WPSO 256.

July 16, 1936

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the modified project agreement and certificate for the above numbered project.

Very truly yours,

W. H. LYNCH
District Engineer

By L J Caufield
L. J. Caufield
Highway Engineer

Encls.

RECEIVE
JUL 18 1936

Tom

Oregon U. S. Works Program
Highway Project No. WPSO 256.

ER-A4pr-283

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on November 30, 1935, by the Oregon State Highway Commission, and on January 22, 1936, by the Secretary of Agriculture, the said parties entered into an agreement for the improvement of that certain road described therein and designated as Oregon U. S. Works Program Highway Project No. WPSO 256; and

WHEREAS, the said State Highway Commission has requested approval of a revision of the plans, specifications and estimate approved for said project to provide for an extension of the project between survey stations 3610+00 and 3613+40, thereby increasing its length from 1.642 miles to 1.706 miles, and to provide for the construction of a bridge over the Owyhee River between survey stations 3610+11.33 and 3613+40.67; and by reason thereof has requested that the estimate of cost approved and the Federal funds approved and set aside to the credit of said project be increased from $45,948.65 to $92,957.15:

NOW, THEREFORE, It is hereby mutually agreed by and between the said Oregon State Highway Commission and the Secretary of Agriculture that the plans, specifications and estimate approved for said project be revised in the manner above indicated, and that the said project agreement be amended as follows:

The third "Whereas" paragraph shall read:

[illegible]ED
JUL 1 [illegible] 1936
[illegible]
STATE [illegible] COMMISSION

"Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications and estimate and the sum of ninety-two thousand, nine hundred fifty-seven and 15/100 dollars ($92,957.15) as the share of the United States payable under said act on account of said project, which is the approved total estimated cost thereof:"

Article II shall read:

"Article II. This agreement covers the following highway as described in detail in said surveys, plans and specifications:

"Between survey station 3600+00 in the NW 1/4 of the NW 1/4 of Sec. 30, T. 31 S., R. 42 E., and survey station 4036+68 on the north and south line through Sec. 9, T. 31 S., R. 43 E., W.M. (excepting therefrom those portions between survey stations 3613+90 and 3642+15; 3681+75 and 3720+76; 3730+60 and 4010+13, which portions are covered by Project No. FLH 3-D), length 1.706 miles, in Malheur County, being Oregon U. S. Works Program Highway Project No. WPSO 256, consisting of 1.643 miles of roadway and one bridge of more than 20 feet clear span 0.063 of a mile in length, known locally as the Jordan Creek Section of the I. O. N. Highway, between Rome and Jordan Creek."

Article IV shall read:

"Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of said project shall not in any event exceed the sum of ninety-two thousand, nine hundred fifty-seven and 15/100 dollars ($92,957.15), certified to the Secretary of the Treasury as above mentioned, which is the approved total estimated cost of said project."

Except as herein specifically modified, the said project agreement shall remain in full force and effect.

RECEIVED
JUL 18 1936
OREGON
STATE [illegible] COMMISSION

Showing of authority of the Highway Department to execute agreements will be found in the agreement for Project No. 112.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, the Oregon State Highway Commission on the 17th day of April, 1936, and the Secretary of Agriculture on the 26th day of June, 1936.

OREGON STATE HIGHWAY COMMISSION

By Henry F. Cabell
Chairman, State Highway Commission

By E B Aldrich
Member, State Highway Commission

By
Member, State Highway Commission.

Secretary of Agriculture,

By
Acting Chief, Bureau of Public Roads.

JUL 8 193

Secretary of Agriculture,

R. E. Boykin
Acting Chief, Bureau of Public Roads.

Oregon U.S. Works Program Highway Project No. WPSO 256.

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

The Secretary of the Treasury, and

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as U.S.Wks.Prog.Hwy. Project No. WPSO 256, State of Oregon.

Second. That in accordance with said provisions I have approved the sum of $ 92,957.15 in lieu of the $45,948.65 approved by Certificate of Jan. 22, 1936, as the total estimated cost of said project, and the sum of $ 92,957.15 / as the share of the United States, payable under said acts on account of such project, which ~~does not exceed the authorized Federal~~ is ~~pro rata share of~~ said total estimated cost.

Done at the city of Washington, this 26th day of June one thousand nine hundred and thirty-six

Secretary of Agriculture,

By
Acting Chief, Bureau of Public Roads.

U.S. GOVERNMENT PRINTING OFFICE: 1934 8—[illegible]

RECEIVED
JUL 1 8 1936
OREGON
STATE HIGHWAY COMMISSION

256

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREGON

July 1, 1936

RECEIVED
OCT 2 [illegible]
FOR FILING

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

To date we have not received revised plans or papers regarding supplemental agreement for use of treated piles instead of frame bents on the Owyhee River Bridge, Oregon WPSO 256.

Please furnish these revisions and data as soon as possible.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

3-8

May 5, 1936

COST ANALYSIS TO APRIL 25TH, 1936

I.O.N. Highway, Federal Lands Portions of West Unit Jordan Creek Section
Grading, Contract 1766, Prefix 23-1010

Dunn & Baker, Contractors
L. R. Chandler, Resident Engineer

ITEM	Cost	Quantity	Unit Cost	Unit Bid	Gross Revenue
Clearing & Grubbing	$ 1,659.60	All - 82 Acres	20.24	Lump Sum	$ 3,000.00
Trench Excavation	50.16	66 Cu. Yd.	0.76	1.00	66.00
Common Excavation	35,880.00	149,500 Cu. Yd.	0.24	0.23	34,385.00
Solid Excavation	6,210.90	6,030 Cu. Yd.	1.03	0.50	3,015.00
Overhaul	2,850.00	114,000 Yd. Sta.	0.025	0.02	2,280.00
Truck Haul	3,294.00	12,200 Yd. Mi.	0.27	0.20	2,440.00
Finish Roadbed & Slopes	3,761.20	5.70 Miles	659.86	500.00	2,850.00
18" Corr. Iron Pipe	2,056.35	1,018 Lin. Ft.	2.02	2.25	2,290.00
24" " " "	872.30	286 Lin. Ft.	3.05	3.30	943.80
60" " " "	579.75	44 Lin. Ft.	13.18	15.00	660.00
Total	$ 57,214.26				$ 51,929.80

	Contract 1766	Contract 1767	Both Contracts
Total Cost	$ 57,214.26	$ 39,261.24	$ 96,475.50
Gross Revenue	51,929.80	35,268.80	87,198.60
Net Loss	$ 5,284.46	$ 3,992.44	$ 9,276.90

Net Loss Equals 10.6% of Gross Revenue

May 5, 1936

COST ANALYSIS TO APRIL 25TH, 1936

I.O.N. Highway, Private Lands Portion of the West Unit of Jordan Creek Section
Grading, Contract 1767, Prefix 23-1011

Dunn & Baker, Contractors
L. R. Chandler, Resident Engineer

ITEM	Cost	Quantity	Unit Cost	Unit Bid	Gross Revenue
Clearing & Grubbing	323.85	All - 16 Acres	20.24	Lump Sum	$ 4,000.00
Trench Excavation	22.80	30 Cu. Yd.	0.76	1.00	30.00
Common Excavation	5,860.80	24,420 Cu. Yd.	0.24	0.25	6,105.00
Solid Excavation	19,141.81	18,600 Cu. Yd.	1.03	0.80	14,880.00
Overhaul	1,212.50	48,500 Yd. Sta.	0.025	0.02	970.00
Truck Haul	864.00	3,200 Yd. Mi.	0.27	0.20	640.00
Finish Roadbed & Slopes	329.93	0.5 Mi.	659.86	1,000.00	500.00
18" Corr. Iron Pipe	501.60	240 Lin. Ft.	2.09	2.25	540.00
24" " " "	228.95	72 Lin. Ft.	3.18	3.30	237.00
36" " " "	754.90	140 Lin. Ft.	5.40	6.00	840.00
Mess House & Lodging	10,020.10				6,526.80
Total	$ 39,261.24				$ 35,268.80

Contracts 1766 & 1767

DETAILS OF COST

Labor:

Supervision	$ 2,177.86	
Labor	29,763.60	
Labor Mess House & Lodging	3,022.17	
State Industrial Accident Insurance	2,010.40	
		$36,974.03

Materials:

18" Corr. Iron Pipe	1,258 Lin. Ft. at 1.493	1,878.64	
18" " " " Bands	32 Each at 2.20	70.40	
24" " " "	358 Lin. Ft. at 2.36	843.50	
24" " " " "	10 Each at 2.74	27.40	
36" " " "	130 Lin. Ft. at 4.84	629.20	
36" " " " "	5 Each at 4.54	22.70	
60" " " "	44 Lin. Ft. at 9.63	423.72	
60" " " " "	1 Each at 9.63	9.63	
			3,905.19

Equipment Rental, Supplies and Misc.:

Equipment Rental	25,456.48	
Gas, Oil, Grease & Flamo	12,419.40	
Explosives	5,926.80	
Small Tools, Supplies & Misc.	2,206.20	
Lumber and Camp Supplies	1,640.30	
Mess House Supplies	4,556.60	
Bond	765.00	
Liability & Property Damage	330.50	
Part of Home Office Expense	2,295.00	
		55,596.28

COST GRAND TOTAL.. $ 96,475.50

Contracts 1766 & 1767

REMARKS:

These two contracts each consisting of four sections of grading are intermeshed and were handled like one job. The contracts were bid and awarded Oct. 9, 1935. Work was started Oct. 22, and to April 25th, were about 76% complete. The weather was good for winter work and operations were carried on all winter with the exception of three short periods during severe storm and when grade was too slick for trucks to operate.

The job is in an isolated location with no raods leading in. The equipment was hauled by way of Burns to Follyfarm. The shovel was reassembled at Follyfarm and then the shovel and 3 cats were walked in on their own power across the desert for 40 miles. The cats, bulldozers and scrapers constructed and repaired roads where needed on their way in. Also it was necessary to construct or improve about 20 miles of road across the desert between the job and Jordan Valley, over which most of the supplies were trucked in. The cost of moving in was excessive, amounting to about $4,560.

Due to the distance and inaccessibility from market centers supplies and materials were from 20% to 150% higher. Also labor could not be secured always when needed as there was no telephone and mail service was poor.

The clearing was bid high. 98 acres covered with sage brush was cleared for a cost of only $20.25 per acre. The average bid price per acre was $71.40.

3-75 diesel cats, 2-12 yd. LeTourneau Scrapers, and 1 bulldozer excavated about 60% of the common. This equipment working 3-7 hr. shifts per day made good progress on common. A ripper was used to loosen hard pan and gravel formations. Surface boulders and rock in the bottom of some cuts slowed up scraper production.

A 1½ yard gas electric shovel and 5-5 cu. yd. trucks were used to excavate the solid and about 40% of the common. The rock consisting of lava, basalt and sandstone, was drilled and blasted. About 2 lbs. of explosives were used per cu. yd. and the cost of drilling and blasting was about 0.55 per cu. yd., which is excessive. The high cost of drilling and blasting is probably due to inefficient supervision.

The shovel working 3-7 hr. shifts per day made slow progress, averaging only about 47 cu. yds. per hour. Old worn-out trucks were broke down a large part of the time and delayed the shovel.

20,000 man hours of employment was specified on contract 1767, but these hours have been consumed with no increase in cost of job.

These jobs show a large loss at present and the loss will increase as work continues.

E. H. Clymer
Cost Analyst

April 20, 1936

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed two signed copies of project agreement for the West Unit, Jordan Creek Section, Project No. WPSO 256.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

(Stencil #28)

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

MAR 30 1936
OREGON
STATE HIGHWAY COMMISSION

POST OFFICE BUILDING
PORTLAND, OREG.

IN YOUR REPLY PLEASE REFER TO
FILE No. Oregon WPSO 256

March 28, 1936

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith two copies of proposed modified project agreement for signature and return to this office.

Enclosed also is an approved copy of the detail estimate, upon which the modified agreement was based, together with approved copy of specifications.

Very truly yours,

W. H. LYNCH
District Engineer

By L J Caufield
L. J. Caufield
Highway Engineer

Encls.

Tro

SH/

256

March 28, 1936.

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Reference is made to your letter of March 2 relative to the change at Jordan Valley and inquiring if this Bureau would approve the expenditure of either Federal Lands Funds or W.P.A. Funds on those sections leading into Jordan Valley, which would be used permanently for local traffic and temporarily for the I.O.N. traffic.

Under the conditions as outlined in your letter we would be willing to approve the use of W.P.A. Funds for these sections, but, under the circumstances, the wisdom of applying Federal Lands Funds seems very doubtful.

Very truly yours,

W. H. LYNCH
District Engineer

Mr. Proctor

256

March 6, 1936

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement for the West Unit, Jordan Creek Section, Project No. WPSO 256.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/MK

Encl.

Oregon State Highway Department

U. S. Works Program
Project No. WPSO 256

EAST UNIT, JORDAN CREEK SECTION OF THE I-O-N HIGHWAY IN MALHEUR COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, March 3, 1936

Roadwork (Sta. 3600 to 3613+90)(Sta. 3642+15 to 3651+75)(Sta. 3720+76 to 3750+80)(Sta. 4010+13 to 4036+68)

All Required		Clearing and Grubbing		$ 4,000.00
160	cu. yds.	Trench Excavation	$ 1.00	160.00
19,500	cu. yds.	Common Excavation	0.25	4,875.00
32,000	cu. yds.	Solid Rock Excavation	0.80	25,600.00
65,000	yd. sta.	Overhaul	0.02	1,300.00
5,500	yd. mi.	Truck Haul	0.20	1,100.00
1.64	miles	Finishing Roadbed and Slopes	1,000.00	1,640.00
270	lin. ft.	18" Corr. Iron Pipe	2.25	607.50
130	lin. ft.	24" Corr. Iron Pipe	3.30	429.00
130	lin. ft.	36" Corr. Iron Pipe	6.00	780.00
2,000	cu. yds.	Selected Roadbed Topping	0.40	800.00
4,000	yd. mi.	Hauling Roadbed Topping	0.12	480.00
			Subtotal	$ 41,771.50
			10% Engr. & Cont.	4,177.15
			Total	$ 45,948.65

Owyhee River Bridge

500	cu. yds.	Excavation	$ 12.00	$ 6,000.00
50	cu. yds.	Excavation below plans	12.00	600.00
175	cu. yds.	Class "B" Concrete	27.00	4,725.00
22	cu. yds.	Class "A" Concrete	30.00	660.00
250	cu. yds.	Class "D" Concrete	27.00	6,750.00
74,000	lbs.	Metal Reinforcement	0.055	4,070.00
26	M-FBM	Treated Lumber and Timber	110.00	2,860.00
226,000	lbs.	Structural Steel	0.065	14,690.00
680	lin. ft.	Concrete Handrail	3.50	2,380.00
			Subtotal	$ 42,735.00
			10% Engr. & Cont.	4,273.50
			Total	$ 47,008.50

Length of Roadwork	1.643 miles
" " Bridge	.063 "
Total Length	1.706 "
Cost per mile, Roadwork	$ 27,966.31

WPSO Funds Requested:

Roadwork- -	$ 45,948.65
Bridge- -	47,008.50
	$ 92,957.15

	Roadwork	Bridge
Estimated Labor Required	23,000 man-hours	15,200 man-hours
Cost of Labor	$ 13,800	$ 12,500
Cost of Materials	$ 1,000	$ 15,800

Funds for Maintenance: See agreement executed by County October 2, 1935 and by Highway Commission October 9, 1935.

Oregon State Highway Department

U. S. Works Program
Project No. WPSO 256

WEST UNIT, JORDAN CREEK SECTION OF THE I-O-N HIGHWAY IN MALHEUR COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, December 20, 1935

Ⓐ

Roadwork (Sta. 3600 to 3613+90)(Sta. 3642+15 to 3681+75)(Sta. 3720+76 to 3730+80)(Sta. 4010+13 to 4036+68) (Contract Prices)

All Required		Clearing and Grubbing		$ 4,000.00
160	cu. yds.	Trench Excavation	$ 1.00	160.00
19,500	cu. yds.	Common Excavation	0.25	4,875.00
32,000	cu. yds.	Solid Rock Excavation	0.80	25,600.00
65,000	yd. sta.	Overhaul	0.02	1,300.00
5,500	yd. mi.	Truck Haul	0.20	1,100.00
1.64	miles	Finishing Roadbed and Slopes	1,000.00	1,640.00
270	lin. ft.	18" Corr. Iron Pipe	2.25	607.50
130	lin. ft.	24" Corr. Iron Pipe	3.30	429.00
130	lin. ft.	36" Corr. Iron Pipe	6.00	780.00
2,000	cu. yds.	Selected Roadbed Topping	0.40	800.00
4,000	yd. mi.	Hauling Roadbed Topping	0.12	480.00
			Subtotal	$ 41,771.50
			10% Engr. & Cont.	4,177.15
			Total	$ 45,948.65

Owyhee River Bridge (Estimated Prices)

500	cu. yds.	Excavation	$ 4.00	$ 2,000.00
50	cu. yds.	Excavation below plans	8.00	400.00
175	cu. yds.	Class "B" Concrete	22.00	3,850.00
22	cu. yds.	Class "A" Concrete	25.00	550.00
250	cu. yds.	Class "D" Concrete	25.00	6,250.00
74,000	lbs.	Metal Reinforcement	0.06	4,440.00
26	M-FBM	Treated Lumber and Timber	125.00	3,250.00
226,000	lbs.	Structural Steel	0.075	16,950.00
680	lin. ft.	Concrete Handrail	5.00	3,400.00
			Subtotal	$ 41,090.00
			10% Engr. & Cont.	4,109.00
			Total	$ 45,199.00

Length of Roadwork	1.643 miles
" " Bridge	.063 "
Total Length	1.706 "
Cost per mile, Roadwork	$ 27,966.31

WPRO Funds Requested:

Roadwork- -	$ 45,948.65
Bridge- -	45,199.00
	$ 91,147.65

	Roadwork	Bridge
Estimated Labor Required	23,000 man-hours	15,200 man-hours
Cost of Labor	$ 13,800	$ 12,500
Cost of Materials	$ 1,000	$ 15,800

256

February 15, 1936

Mr. E. Snider, Secretary
Humboldt County Chamber of Commerce
Winnemucca, Nevada

Dear Mr. Snider:

Reply is made to your letter of January 29, in regard to the Owyhee River bridge on the I.O.N. Highway, near Rome, which was recently contracted by the State Highway Commission of Oregon.

Bids for this structure were taken by the Oregon State Highway Commission on January 10, 1936, and the contract was awarded by the Commission on February 5, to C. J. Montag & Sons, Contractors, of Klamath Falls, at their bid price of $42,735.00. The bridge is a combination steel and timber affair over the Owyhee River, on the Jordan Creek Section of the I.O.N. Highway, about 2 miles south of the town of Rome. It is being financed with federal funds.

I trust the above information is what you desire.

Very truly yours,

Secretary

HBG:MBL

OFFICERS:
C. B. BROWN, PRESIDENT
C. A. COPPIN, 1ST VICE-PRESIDENT
C. W. KILGORE, 2ND VICE-PRESIDENT
GUS KNEZEVICH, 3RD VICE-PRESIDENT
E. SNIDER, SECRETARY-TREASURER

Resources: Mining - Agriculture - Stockraising

Humboldt County
Chamber of Commerce
WINNEMUCCA, NEVADA

DIRECTORS:
P. E. BORN
A. S. GOLDMAN
E. A. SMITH
W. P. STEPHENSON
R. C. STITSER
A. A. WENDELL

OFFICE OF THE SECRETARY

FEB 1 1936
OREGON

January 29, 1936

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Baldock:

Dr. L. I. Hewes, of the Bureau of Public Roads, in San Francisco, has conveyed to us the information that a contract for a bridge across the Owyhee river, near Rome, Oregon, has been let.

Will you be good enough to give us the location of the bridge, information as to the type of structure and the contract price.

Thanking you for this information, I am

Very truly yours,

E. Snider
Secretary.

Mr. [illegible]
[illegible]
[illegible]
[illegible] payment of
[illegible] be paid with Fed funds.
[illegible]
[illegible] HBG

FORM [illegible]
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISTER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

25

February 11th, 1935

IN REPLY PLEASE REFER TO FILE NO.

Mr. W. C. Williams
Division Engineer
State Highway Dept.
La Grande, Oregon

Dear Sir:

Mr. Paxson will discuss your suggestions for the procedure at the Owyhee River with the bridge contractor in an endeavor to get the approaches built prior to June 1st.

Very truly yours,

R. H. BALDOCK
STATE HIGHWAY ENGINEER

By

H. G. Smith
Construction Engineer

HGS:AB

cc to: R. H. Baldock
G. S. Paxson

FORM D-A11 5M 1-36
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

25b

February 11th, 1936

IN REPLY PLEASE
REFER TO FILE NO.

Mr. W. C. Williams
Division Engineer
State Highway Dept.
La Grande, Oregon

Dear Sir:

Mr. Paxson will discuss your suggestions for the procedure at the Owyhee River with the bridge contractor in an endeavor to get the approaches built prior to June 1st.

Very truly yours,

R. H. BALDOCK
STATE HIGHWAY ENGINEER

By

H. G. Smith
Construction Engineer

HGS:AR

cc to: R. H. Baldock
G. S. Paxson

256

February 11, 1936

C. J. Montag & Sons
1435 Johnson St.
Klamath Falls, Oregon

Gentlemen:

We are sending to you today, by express, four copies of State Highway Contract No. 1813 which was awarded to you on February 6, 1936, for bridge construction over the Owyhee River on the Jordan Creek Section of the I. O. N. Secondary Highway, in Malheur County.

Will you please execute all four copies as to agreement and bond and return them to this office for approval by the State Highway Commission. When this is done a fully executed copy will be returned to you for your files. A copy will also be furnished the surety on your bond.

Your attention is called to the paragraph under Section 5 of the General Provisions relating to the Workmen's Compensation Act. You are expected to accept the terms of this act and to carry on your work under this contract in strict conformance therewith.

Your attention is also called to the page immediately preceding the printed Special Provisions which relates to payments by the contractor of amounts due hospital associations et cetera.

Yours very truly,

MC

Secretary

256

February 18, 1936

C. J. Montag & Sons
1435 Johnson St.
Klamath Falls, Oregon

Dear Sirs:

This letter is to confirm my wire of today's date, advising that the State Highway Commission awarded you the contract yesterday for the construction of a steel and timber bridge over Owyhee River on the Jordan Creek Section of the I.O.N. Secondary Highway two miles south of Rome, being U. S. Works Progress Highway Project No. WPSO-256.

You may consider this letter as your authority to commence construction immediately. Contract forms will be sent to you shortly for execution.

Please notify the U. S. Employment Service of the date work will begin and the approximate number of men.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By H. B. Glaisyer, Secretary

HBG:dp

[illegible] Feb 6, 1936

CLASS OF SERVICE DESIRED			
DOMESTIC		CABLE	
TELEGRAM	☐	FULL RATE	☐
DAY LETTER	☐	DEFERRED	☐
NIGHT MESSAGE	☐	NIGHT LETTER	☐
NIGHT LETTER	☐	SHIP RADIOGRAM	☐

Patrons should check class of service desired; otherwise message will be transmitted as a full-rate communication.

COPY OF
WESTERN UNION TELEGRAM

FEBRUARY 8, 1936

G. J. MONTAG & SONS
1435 Johnson St.,
Klamath Falls, Oregon

HIGHWAY COMMISSION HAS AWARDED YOU CONTRACT FOR CONSTRUCTION OF BRIDGE OVER OWYHEE RIVER ON I-O-N HIGHWAY IN MALHEUR COUNTY FOR WHICH YOU SUBMITTED LOW BID ON JANUARY TENTH STOP YOU MAY PROCEED WITH CONSTRUCTION IMMEDIATELY STOP CONTRACT FORMS FOLLOW SHORTLY

H B GLAISYER
SECRETARY

Confirmation copy to

G. J. MONTAG & SONS
201 COUCH BUILDING
Portland, Oregon

awarded Feb 6, 1936

file

Tom

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

1201-S

CLASS OF SERVICE

This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable sign above or preceding the address.

WESTERN UNION

(331).

R. B. WHITE, PRESIDENT — NEWCOMB CARLTON, CHAIRMAN OF THE BOARD — J. C. WILLEVER, FIRST VICE-PRESIDENT

SIGNS

DL = Day Letter
NM = Night Message
NL = Night Letter
LC = Deferred Cable
NLT = Cable Night Letter
Ship Radiogram

The filing time as shown in the date line on full-rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.

Received at 1936 FEB 5 AM 9 48

MINUTES IN TRANSIT	
FULL-RATE	DAY LETTER

PRG10 29 GOVT=PORTLAND ORG 5 923A

R H BALDOCK=
=STATE HIGHWAY ENGINEER

RE WIRE OWYHEE RIVER BRIDGE WPSO TWO FIFTY SIX STOP WE HEREBY CONCUR IN AWARD OF CONTRACT AS OF THIS DATE TO LOW BIDDER C J MONTAG AND SONS=

=ANDREWS.

WESTERN UNION GIFT ORDERS ARE APPROPRIATE GIFTS FOR ALL OCCASIONS

Highway Engineer

To..

		ABLE	
		FULL RATE	
DAY LETTER		DEFERRED	
NIGHT MESSAGE		NIGHT LETTER	
NIGHT LETTER		SHIP RADIOGRAM	

Patrons should check class of service desired; otherwise message will be transmitted as a full-rate communication.

COPY OF
WESTERN UNION TELEGRAM

File

Salem, Oregon
February 4, 1936.

W.H. LYNCH
DISTRICT ENGINEER,
BUREAU OF PUBLIC ROADS
PORTLAND, OREGON

ALL MATTERS PERTAINING TO CONTRACT FOR OWYHEE RIVER BRIDGE IN MALHEUR COUNTY REFERRED TO ENGINEER AT LAST MEETING OF COMMISSION HAVE BEEN ADJUSTED INCLUDING ADDITION OF PROVISION FOR CAMP FOR EMPLOYES STOP MAY WE HAVE YOUR CONCURRENCE IN AWARD BY WIRE

R.H. BALDOCK

~~NIGHT LETTER~~
PREPAID
CHG. HWY. DEPT.

Encls. Highway Engineer

To

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1
POST OFFICE BUILDING
PORTLAND, OREGON

RECEIVED
FEB 7 1936
OREGON
STATE [illegible]

Stencil No. 124

IN YOUR REPLY PLEASE REFER TO FILE No. Oregon FLH 3-D

February 6, 1936

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the __________ project agreement and certificate for the above numbered project.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Highway Engineer

Encls.

[illegible]

Hwy 27731

Form P. R. 2

State Oregon

Project No. FLH 2-D

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

UNITED STATES DEPARTMENT OF AGRICULTURE

WASHINGTON
GOVERNMENT PRINTING OFFICE
1933

8—5518

PROJECT AGREEMENT

Memorandum of Agreement made this 30th day of November, 1935 by and between the Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto; including particularly the amendatory act of June 24, 1930 (46 Stat. 805):

Whereas the Highway Department of said State submitted on the 22nd day of October, 19[illegible], a project statement, which was approved by the Secretary on the 1st day of December, 19[illegible], for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for Section D of said project which were recommended for approval by the United States District Engineer on the 23rd day of September, 1935; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of sixty eight thousand, eight hundred two and 25/100 dollars ($68,802.25) as the share of the United States payable under said act on account of Section D of said project, which ~~does not exceed the authorized Federal pro rata share of~~ is the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

8—5512

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State .... (Include date and citation of act of legislature by which authorized)

(*b*) From other sources - Funds to the extent of $48,802.25 will be made available under act approved May 17, 1935 (Pub. No. 62, 74th Congress).

(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 3612+90 on the line between the NW 1/4 of the NW 1/4 and the NE 1/4 of the NW 1/4 of Section 30, T. 31 S., R. 42 E., W.M., and survey station 4137+70 in the S 1/2 of the NW 1/4 of Section 11, T. 31 S., R. 43 E., W.M., (excepting therefrom those portions between stations 3642+15 and 3681+75; 3720+76 and 3720+80 and stations 4010+13 and 4036+68, to be constructed as WPSD 256), ..., length 9.613 miles, in Malheur County, being Section D of Oregon project No. FLH 3, consisting of 9.613 miles of roadway and no bridges, [illegible] of more than 20 feet clear span, xxxxxxxxxxxxxxx known locally as the Jordan Creek Section of the I.O.N. Highway, between Rome and Jordan Creek.

8—5518

CHARACTER AND METHOD OF CONSTRUCTION

Article III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section D of said project shall not in any event exceed the sum of sixty eight thousand, eight hundred two and 25/100 dollars ($68,802.25), certified to the Secretary of the Treasury as above mentioned, which ~~[illegible]~~

~~[illegible]~~

~~[illegible]~~ is ~~[illegible]~~ the approved total estimated cost of Section D of said project.

PAYMENTS

Article V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to the State Treasurer

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon
(Name)
of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

~~In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.~~

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

Article VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have ~~been or will be~~ made available therefor by said ~~State in the~~ manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available)

STRICKEN OUT

Maintenance of the project will be by the County of Malheur, pursuant to its agreement of October 9, 1935 with the State Highway Department.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the 23d day of Jany, 1936

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Henry F. Cabell

Chairman, State Highway Commission
(Title of officer)

By

Member, State Highway Commission
(Title of officer)

By F L Fonville

Member, State Highway Commission
(Title of officer)

By

(Title of officer)

By

(Title of officer)

SECRETARY OF AGRICULTURE,

By L. E. Boykin
Acting Chief, Bureau of Public Roads.

8—3519

Form PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

The Secretary of the Treasury, and

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as Project No. FLH 2-D State of Oregon.

Second. That in accordance with said provisions I have approved the sum of $68,802.25 as the total estimated cost of said project, and the sum of $68,802.25 as the share of the United States, payable under said acts on account of such project, which ~~does not exceed the authorized Federal pro-rata share of~~ is said total estimated cost.

Done at the city of Washington, this 23d day of January one thousand nine hundred and Thirty-six

Secretary of Agriculture,

By R. E. Boykin
Acting Chief, Bureau of Public Roads.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
Stencil No. 124 DISTRICT No. 1
POST OFFICE BUILDING
PORTLAND, OREGON

IN YOUR REPLY PLEASE
REFER TO FILE No. Oregon WPSO 256

RECEIVED
FEB 7 1936
STATE HIGHWAY COMMISSION

February 6, 1936

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the __________ project agreement and certificate for the above numbered project.

Very truly yours,

W. H. LYNCH
District Engineer

By Caufield
L. J. Caufield
Highway Engineer

Encls.

Jam

ER ~~Mpr.~~ 283

Form P. R. 2

State Oregon

U. S. Works Program Hwy. Project No. WPSO 256

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

UNITED STATES DEPARTMENT OF AGRICULTURE

WASHINGTON
GOVERNMENT PRINTING OFFICE
1933

8—5518

Form P. R. 2

PROJECT AGREEMENT

Memorandum of Agreement made this 30th day of November, 1935

by and between the Oregon State Highway Commission ~~constituting~~

~~for the purposes hereof, the Highway Department of the State of~~

hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto; particularly the Emergency Relief Appropriation Act of 1935, approved April 8, 1935 (Public Res. No. 11, 74th Cong.):

Whereas the Highway Department of said State submitted on the 17th day of September, 1935, a project statement, which was approved by the Secretary on the 3rd day of October, 1935, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for ~~Section~~ ~~of~~ said project which were recommended for approval by the United States District Engineer on the 24th day of September, 1935; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of forty five thousand, nine hundred forty eight and 65/100 dollars ($45,948.65) as the share of the United States payable under said act on account of ~~Section~~ ~~of~~ said project, which d~~[illegible]~~ is the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

8—5518

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(a) By the State from funds appropriated under act approved April 8, 1935, (Public Res. No. 11, 74th Cong.). (Include date and citation of act of legislature by which authorized)

(b) From other sources

(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 3600+00 in the NW 1/4 of the NW 1/4, Section 30, T. 31 S., R. 42 E., and survey station 4056+68 on the north and south line through Section 9, T. 31 S., R. 43 E., W.M., (excepting therefrom those portions between stations 3613+90 and 3642+15; 3681+75 and 3720+76; 3730+60 and 4010+15; which portions are covered by FLH 3-D and bridge 3610 and 3613+40), length 1.642 miles, in Malheur County, being ~~Section~~ ~~of~~ Oregon U.S.Wks.Prog.Hwy. project No. WPSO 256, consisting of 1.642 miles of roadway and no bridges, ~~each~~ of more than 20 feet clear span, ~~or a mile in length.~~ known locally as the Jordan Creek Section of the I.O.N. Highway Between Rome and Jordan Creek.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction ~~of Section~~ .... of said project shall not in any event exceed the sum of forty five thousand,\nine hundred forty eight and 65/100 dollars ($ 45,948.65), certified to the Secretary of the Treasury as above mentioned, which ~~does not exceed the authorized Federal pro rata share of~~

~~dollars ($~~ is ~~)~~, the approved total estimated cost ~~of Section~~ .... of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to the State Treasurer

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon
(Name)
of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

~~In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.~~

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance ~~with said~~ acts of July 11, 1916, and November 9, 1921, ~~out of funds which~~ have been or will be made available therefor by said State ~~in the~~ manner herein set forth, to wit:
(Include reference to statute authorizing funds and probable amount annually available)

STRICKEN OUT

Maintenance of the project will beby the County of Malheur pursuant to its agreement of October 9, 1935 with the State Highway Department.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the 22d day of Jany, 1936

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Henry F. Cabell
Chairman, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By F L TouVelle
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

SECRETARY OF AGRICULTURE,

By R. E. Boyden
Acting Chief, Bureau of Public Roads.

8 -5518

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

The Secretary of the Treasury, and

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as U.S.Works Program Hwy. Project No. WPSO 256, State of Oregon.

Second. That in accordance with said provisions I have approved the sum of $ 45,948.65 as the total estimated cost of said project, and the sum of $45,948.65 as the share of the United States, payable under said acts on account of such project, which ~~[illegible] Federal~~ ~~[illegible]~~ is of said total estimated cost.

Done at the city of Washington, this 22d day of January, one thousand nine hundred and thirty-six

Secretary of Agriculture,

By ______
Acting Chief, Bureau of Public Roads.

U.S. GOVERNMENT PRINTING OFFICE: 1934 3—1230

FORM S-M-1 20156 500 10-35
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

February 5, 1936

RECEIVED
FEB 6 193
OREGON
STATE HIGHW [illegible] MISSION

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Attention Mr. H. G. Smith, Construction Enginee

Dear Sir:

At the present rate of progress, all grading on the West Unit of the Jordan Creek section, I. O. N. Highway in Malheur County will be completed in June.

The contract for bridge across the Owyhee River does not call for completion until August 31 and the contractor as yet has made no plans for starting the work. There are approximately 3000 yards of backfill required at this bridge and the material for the backfill is to come from roadbed excavation on the east side of the bridge. If possible, some method should be worked out whereby the bridge contractor would construct the two bents on the east end of the bridge project prior to June, so that the same could be backfilled by the grading contractor. If these bents were constructed and properly braced, it is my belief that backfilling could be done without damage to the bridge structure. Only about 800 yards of backfill are required on the west end of the bridge and this amount of material could be stockpiled on the subgrade near the east end of the bridge and then hauled across the bridge and the backfilling done after completion of the bridge, either by price agreement with the bridge contractor or by state force work on contract projects.

Will you and Mr. Paxson determine if anything can be worked out with the bridge contractor whereby he can proceed along the plans outlined above?

Very truly yours,

W. C. Williams

W. C. WILLIAMS
Division Engineer

WCW:MA

cc G. S. Paxson
R. H. Baldock ✓

256

CONFIRMATION of Public Roads

8010-20 Oregon

RECEIVED
FEB 6 1936
OREGON
STATE HIGHWAY COMMISSION

Portland, Oregon
February 5, 1936

R. H. Baldock
State Highway Engineer
Salem, Oregon

RE WIRE OWYHEE RIVER BRIDGE WPGO TWO FIFTY SIX (STOP) WE HEREBY CONCUR IN AWARD OF CONTRACT AS OF THIS DATE TO LOW BIDDER C J MONTAG AND SONS

Andrews

Paid govt. rate

FORM [illegible]

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

G. S. PAXSON
ACTING BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

25b

February 4, 1936.

Mr. W. H. Lynch
District Engineer
Bureau of Public Roads
Box 3900
Portland, Oregon.

Dear Sir:

Mr. Baldock wired you today asking your concurrence on the award for the Owyhee River Bridge near Rome in Malheur County, and advising that all matters by reason of which the award had been held up had been adjusted, including the addition of a supplementary paragraph providing for a camp for employes.

For your files I am attaching hereto a copy of the agreement authorizing the addition of this paragraph to the special provisions.

Very truly yours,

G. S. Paxson
Acting Bridge Engineer

GSP:AP

CC R. H. Baldock

FORM HM-1 29196 500 10-35
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

RECEIVED
FEB 193
OREGON
STATE HIGHWAY COMMISSION

3-II

February 3, 1936

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Attention Mr. H. G. Smith, Construction Engineer

Dear Sir:

Your letter of January 14 requests that further investigation be made of drainage areas on the I. O. N. Highway and in this letter you refer to washout of a culvert as reported by Mr. Chandler in his January 11 report.

Wish to advise that this washout was somewhat misrepresented in Mr. Chandler's report. The culvert had been installed with struts, but was only about 30% backfilled. Had the culvert been backfilled so that the pipe would have been able to carry a full head and had the struts not been in the pipe, which caught some sage brush, there would have been no question as to the pipe's ability to carry the runoff.

It is very desirable, however, to recheck all drainage areas on this highway as some of the pipes undoubtedly are too small, as shown by the location profile. We are rechecking these pipe sizes and at the same time observing runoff conditions this spring. There is a large amount of snow in Jordan Valley and the adjacent mountains and it is believed that we can secure some very useful data during this spring's runoff.

Very truly yours,

W. C. WILLIAMS
Division Engineer

WCW:MA
cc R. H. Baldock

#1813

256

STANDARD OIL COMPANY OF CALIFORNIA

SALES DEPARTMENT
R. T. VIVIAN
DISTRICT SALES MANAGER
O. L. HARDING
ASSISTANT DISTRICT SALES MANAGER

OFFICE
FIRST NATIONAL BANK BLDG.
11 SOUTH SECOND STREET
P. O. DRAWER 56

WALLA WALLA, WASH.

January 17, 1936

C. J. Montag & Sons,
Portland, Oregon

Construction steel and timber bridge
over Owyhee River - Malheur County

Mr. R. H. Baldock,
Oregon State Highway Engineer,
State Office Building,
Salem, Oregon

Dear Sir:

We would very much appreciate your filling out and returning to us the attached form so that we may have complete information in our files covering the job recently awarded the above contractor in Malheur County, known we believe as U.S.Works Program Highway Project No. WPSO-256.

Yours very truly,

STANDARD OIL COMPANY OF CALIFORNIA

R.T.Vivian, District Sales Manager

By J. Jacobson EBG
District Credit Man

Attach

FORM S-A-1 8M 8-33
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

25-b
3-D

OREGON STATE HIGHWAY COMMISSION

SALEM

January 14th, 1936

IN REPLY PLEASE
REFER TO FILE NO.

Mr. W. C. Williams
Division Engineer
State Highway Dept.
La Grande, Oregon

NK) F C.L
State Highway Engineer

Dear Sir:

I note from the weekly report of January 11th, that another washout has occurred on the Jordan Creek Section of the I.O.N. Highway. As this highway is subject to such sudden run-offs, please have Chandler make a careful check-up on the drainage areas of the entire line and increase the size of the structures to sufficient size to amply carry the water.

Very truly yours,

R. H. BALDOCK
STATE HIGHWAY ENGINEER

By

H. G. Smith
Construction Engineer

HGS:AR

cc to: R. H. Baldock

FORM 8-A-1 5M 9-35
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE
H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

IN REPLY PLEASE
REFER TO FILE NO.

3-D
256

January 9th, 1936

Mr. W. C. Williams
Division Engineer
State Highway Dept.
La Grande, Oregon

NOTED
State Highway Engineer

Dear Sir:

In looking over the profiles of the I.O.N. Highway, Jordan Creek Section, I notice one 7% grade and one approximately 7%. I suggest that you revise these grades to 6% to conform with the maximum adopted on the Owyhee Section.

Very truly yours,

R. H. BALDOCK
STATE HIGHWAY ENGINEER

By

H. G. Smith
Construction Engineer

HGS:AR

cc to: R. H. Baldock

FORM 5-A-1 8M 9-35

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. S. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

IN REPLY PLEASE
REFER TO FILE NO.

256

January 9th, 1936

NOTED
State Highway Engineer
State Highway Engineer

Mr. W. C. Williams
Division Engineer
State Highway Dept.
La Grande, Oregon

Dear Sir:

I am returning under separate cover the tracing of the vicinity map of the Jordan Creek Bridge Site on the I.O.N. Highway, as some of the contours seem to have been marked incorrectly, and the profile does not fit the topography. Please have this corrected and determine the maximum high-water elevation.

It is also quite apparent that the grade line will have to be raised at this place, as Mr. Paxson has recommended a 90 ft. truss with two 19 ft. approach spans. The truss will require at least 3 feet of deck system, and the bridge department requires at least 4 feet between high water and the bottom of the steel.

Please submit a revised profile comparable with the bridge to be used.

Very truly yours,

R. H. BALDOCK
STATE HIGHWAY ENGINEER

By

H. G. Smith
Construction Engineer

HGS:AR

cc to: R. H. Baldock ✓

38

January 8, 1936

Mr. E. Snider, Secretary
Humboldt County Chamber of Commerce
Winnemucca, Nevada

Dear Sir:

Reply is made to your letter of January 4, in which you inquire as to the contract price on the 11-mile project of the I.O.N. Highway, east of Owyhee, which was awarded by the Highway Commission on October 9.

The contract to which you refer was awarded in two units, one covering the federal lands portion and the other covering the private lands portion. They are described as follows:

> "Federal Lands Portion of the West Unit-Jordan Creek Section of the I.O.N. Highway, in Malheur County, consisting of 9.61 miles of grading." "Private Lands Portion of the West Unit-Jordan Creek Section of the I.O.N. Highway, in Malheur County, consisting of 1.64 miles of grading."

The projects were both awarded to contractors Dunn and Baker, Klamath Falls, Oregon,-the federal lands portion at $62,547.50 and the private lands portion at $37,965.00.

Very truly yours,

Secretary

HBG:MBL

OFFICERS:
C. B. BROWN, PRESIDENT
C. A. COPPIN, 1ST VICE-PRESIDENT
C. W. KILGORE, 2ND VICE-PRESIDENT
GUS KNEZEVICH, 3RD VICE-PRESIDENT
E. SNIDER, SECRETARY-TREASURER

Resources: Mining - Agriculture - Stockraising

Humboldt County
Chamber of Commerce
WINNEMUCCA, NEVADA

DIRECTORS:
P. E. BORN
A. S. GOLDMAN
E. A. SMITH
W. P. STEPHENSON
R. C. STITSER
A. A. WENDELL

OFFICE OF THE SECRETARY

January 4, 1936

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Baldock:

May we be advised the contract price on the 11 mile section of I.O.N. road east of the Owyhee, let on October 9th, and oblige.

Yours truly,

E. Snider,
Secretary

#256

January 6, 1936.

General Casualty Company of America

Seattle, Washington

Attention: S. L. Catelli,
Surety Department.

Gentlemen:

Reference is made to your letter of January 2, concerning two of Dunn & Baker's contracts. You are advised that we cannot check the above firms statement on their Jordan Valley work for the reason that the estimate date on these particular contracts is the 10th of the month and their figures are for the 20th.

Payments on the Jordan Valley projects for work performed to December 10 are as follows:

Contract No. 1767, Private Lands Portion, estimate No. 2, $5,378.15. Retained percentage, $1,157.59. 256

Contract No. 1766, Federal Lands Portion, estimate No. 1, $10,065.21. Retained percentage, $1,776.21. 3-B

The warrants covering the above payments have not yet been mailed.

Contract No. 1652, Gold Lake Trail-Odell Lake Section, estimate No. 8, for work performed to November 10, $5, 164.05. Retained percentage is $9,278.18. 195B

Warrant covering this payment was mailed on December 4.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

JM:CE

January 4, 1936

Mr. Glaisyer:

In regard to the attached letter of the General Casualty Co. re Dunn & Baker, am unable to check their figures on the jobs in question. The figures are as follows:

Contract No. 1767 - Private Lands Portion - I-O-N Highway -

Est. No. 2 - work performed to Dec, 10th - $5,378.15 -(Warrant has not been mailed -
Retained percentage is - - $1,157.59 -

Contract No. 1766 - Federal Lands Portion - I-O-N Highway -

Est. No. 1 - work performed to Dec, 10th - $10,065.21 - (Warrant has not been mailed)-
Retained percentage is - - $ 1,776.21 -

Contract No. 1652 - Gold Lake Trail-Odell Lake Section - Klamath & Lane Counties -

Est. No. 8 - Work performed to Nov, 10 - $5,164.05 - (Warrant mailed Dec, 4th)
Retained percentage is - - $9,278.18 -

On contracts Nos. 1767 and 1766 the estimate date is the 10th of the month. For this reason we cannot give them the exact figures for the 20th as requested. No work has been performed on the Odell Lake Job since the last estimate which was Nov, 10th.

J. McFarland.

GENERAL
CASUALTY COMPANY
OF AMERICA
SEATTLE

GENERAL

H. K. DENT
PRESIDENT
T. E. LOYNAHAN
VICE PRESIDENT

January 2, 1936

State Highway Department
State of Oregon
Salem, Oregon

Re: Dunn & Baker
Klamath Falls, Oregon

Gentlemen:

It is our understanding that there is due the above captioned firm, from the State Highway Department, amounts as follows, on jobs listed below.

These figures are those given us by Dunn & Baker as of November 20th, 1935.

$ 8,144.69	Jordan Valley job	Approx. 25% complete
4,890.00	Odell Lake job	Approx. 98% complete

We will greatly appreciate your verification of these figures.

Very truly yours,

Surety Department

rh

S.L. Cat[illegible]

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO.

POST OFFICE BUILDING
PORTLAND, OREGON

December 23, 1935

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Revised P.S.& E. documents for Oregon U. S. Works Program Project No. WPSO 256, the West Unit of the Jordan Creek Section of the I.O.N. Highway, have today been recommended for approval, subject to final review and approval by the Chief Engineer. This is your authority for advertising.

The bridge plans have not as yet had a detail check, but the general features are satisfactory, and the plans are recommended for approval for advertising and award of contract, subject to such changes being made as may be found necessary to meet Bureau requirements.

Approval of this project is also conditioned upon a statement being obtained from the State Administrator, WPA, showing that relief labor is available.

Very truly yours,

W. H. LYNCH
District Engineer

By FE Andrews
F. E. Andrews
Sr. Hwy. Engineer

Iron

FORM 6-A-1 6M 9-35
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

23

December 10th, 1935

IN REPLY PLEASE
REFER TO FILE NO.

Mr. W. C. Williams
Division Engineer
LaGrande, Oregon

Dear Sir:

I think it advisable that Chandler make an independent determination of the high water on the Owyhee River, as that shown on the profile and vicinity maps looks rather low to me. It is quite unusual in any stream that extreme high water does not ocassionally reach the lowest bank, which in this case would be the easterly one. The bridge department is designing a deck truss with five feet clearance above the high water line. I would presume the depth of the truss will be fifteen to twenty feet, so that exact water line is the considerable moment.

A check of this high water line can be obtained from the old bridge at Rome by measuring the elevation of the bridge above the present water level and ascertaining the heights to which the water has arisen at the bridge.

This information should be submitted immediately as the bridge is being designed for the January 9th letting.

Very truly yours,

R. H. BALDOCK
STATE HIGHWAY ENGINEER

By

H. G. Smith
Construction Engineer

HGS:AR

cc to: R. H. Baldock
L. R. Chandler

NOTED
Highway Engineer

3D

December 3, 1933.

Hartford Accident and Indemnity Company
Pacific Department, 720 California Street
San Francisco, Cal.

Attention A. L. Blackburn
Assistant Superintendent, Surety Department

Gentlemen:

Reply is made to your letter of the 30th ult., in regard to the financial statement of Dunn and Baker, in connection with their contracts 1766 and 1767, for grading the Federal Lands and Private Lands Portions of the I. O. N. Highway in Malheur County.

The amounts stated in your letter are correct.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

HBG:MBL

ELL
PRESIDENT

JAS. L. D. KEARNEY
VICE PRESIDENT AND GENERAL MANAGER

Hartford Accident and Indemnity Company

PACIFIC DEPARTMENT, 720 CALIFORNIA STREET
SAN FRANCISCO, CALIFORNIA

JOY LICHTENSTEIN
VICE-PRESIDENT

A. C. POSEY
ASSISTANT MANAGER

FIDELITY AND SURETY DEPARTMENT
HAROLD BISHOPP, SUPERINTENDENT

November 30, 1935

State of Oregon
Highway Commission
Salem, Oregon

Gentlemen:

Re: Bond No. 1355970 - Dunn & Baker
" " 1355971 - Dunn & Baker

In a financial statement dated November 20th, the above takes credit for $1,181.50 as Current Earned Estimate, unpaid, and $208.50 as Retainage Earned and Withheld in connection with Contract No. 1766, covering the I.O.N. Highway in Malheur County, Federal Lands portions of West Unit of Jordan Creek Section, 9.61 miles grading; and Contract No. 1767 covering 1.64 miles grading - Private Lands portion of the same highway.

OK RHB

Will you kindly confirm these figures or give us details if there is any discrepancy.

Yours very truly,

A L Blackburn

A. L. Blackburn
Assistant Superintendent
Surety Department

ALB:E

JGM please check up on this
RHB

Form 233—5M—3-34

GON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Nov. 29, 1935

Section Public Lands Portion of West Unit-Jordan Creek Section

Kind of work Grading

Highway I.O.H.

Section prefix 23-1010

Contractor Dunn & Baker

Contract number 1766

Date of contract Oct. 9, 1935

Date of completion Oct. 31, 1936

Date work started Oct. 31, 1935

Estimated date of completion Oct. 31, 1936

Amount of contract $62567.50

Per cent of time elapsed 13 %

Estimated cost of completed project, exclusive of engineering $65049.40

Per cent of contract completed, based on total contract price 10 %

Engineering costs to date, $775.00, %

Date project was completed, 193

General information covering progress of work by party and by contractor, important developments, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Clearing completed except for "ripping up". Two 75 Ireland and 3 Carryalls working 36+75 to 3830. Installation of culverts started Wednesday. Two cubic yard Marion shovel is on road between Burns and the job.

K10Z into La Grande Wednesday for repairs.

1935

51 of 388 days

Signed L. R. Chandler

Address Jordan Valley, Ore.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	9^{61}				
Miles partially completed	2^{0}				
Miles completed	0				
Total estimated quantities	121500				
Estimated quantities moved or placed to date	16000				
Average daily quantities	1000				
Average daily quantities necessary to complete project on time	330				
Number shifts per day	3				
Hours per shift	8				
Average force on project for week	45				

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM						
	Malheur COUNTY	Harney COUNTY	Klamath COUNTY	COUNTY	OTHER SOURCES	CONTRACTOR'S KEY MEN, ETC.	TOTAL
Men	35	3	2			5	45
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....,

Compressors ...., Bull dozers ...., Sheet-foot rollers .... 3-75 H.P. Tractors - 3 Carryalls

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sat. Sunday	Fair		
Sun. Monday	"		
Mon. Tuesday	Cloudy		
Tues. Wednesday			
Wed. Thursday	Fog		
Thu. Friday	Fair		
Fri. Saturday	"		

WPSO 256

November 19, 1935

Mr. E. Snider, Secretary
Humboldt County Chamber of Commerce
Winnemucca, Nevada

Dear Sir:

In reply to your letter of November 14th, this will advise that bids for the construction of the bridge over the Owyhee River near Rome are to be received on January 9th.

The grading of an 11-mile section of the I-O-N Highway, extending eastward from the crossing of the Owyhee River, is already under contract, the contract having been let on October 9th.

Very truly yours,

State Highway Engineer

OFFICERS:
C. B. BROWN, PRESIDENT
C. A. COPPIN, 1ST VICE-PRESIDENT
C. W. KILGORE, 2ND VICE-PRESIDENT
GUS KNEZEVICH, 3RD VICE-PRESIDENT
E. SNIDER, SECRETARY-TREASURER

Resources: Mining - Agriculture - Stockraising

Humboldt County
Chamber of Commerce
WINNEMUCCA, NEVADA

DIRECTORS:
P. E. BORN
A. S. GOLDMAN
E. A. SMITH
W. P. STEPHENSON
R. C. STITSER
A. A. WENDELL

OFFICE OF THE SECRETARY

[illegible] 1935

November 14, 1935

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Baldock:

We will appreciate information on when it is expected to advertise for bids on the bridge that is to be erected across the Owyhee river, near Rome, and on the approximate eight miles of road to be constructed east of the river.

Thanking you, in advance, for this information, I am

Very truly yours,

E. Snider
Secretary

9.61
1.64
11.25

25b

October 31, 1935

Mr. Oscar Cutler

OFFICE

Dear Sir:

I am handing you, herewith, agreements between the Highway Commission and Malheur County covering bridge and road construction on the I.O.N. Highway. These have been signed by the Highway Commission and are being turned over to you for further disposal.

In accordance with your request I will enter these in the October 9 minutes as having been signed on that date.

Yours very truly,

Secretary

HBG:MC

encl.

OGENE
ISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

October 15, 1935

IN REPLY PLEASE
REFER TO FILE NO.

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Office

Dear Sir:

Herewith six copies each of two maintenance agreements which have been executed by the Malheur County Court covering the maintenance of a project on the I. O. N. Highway between Jordan Valley and Rome. Bids for these projects were opened on October 8th and 9th in Portland, and contracts awarded.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By Oscar Cutler

Oscar Cutler
Asst. Office Engineer

OC:ME

Encl.

File w Oct 9 minutes

3D

October 30, 1935

Dunn & Baker
Box 451
Klamath Falls, Oregon

Gentlemen:

We are sending to you today by express a fully executed copy of Contract No. 1766 and of Contract No. 1767, awarded to you on October 9, 1935, the former for grading on Federal Lands Portions of West Unit of Jordan Creek Section of the I. O. N. Highway in Malheur County; and the latter for grading on the Private Lands Portions of West Unit of Jordan Creek Section of the I. O. N. Highway in Malheur County.

These copies are for your records and files.

Very truly yours,

Secretary

MBL

3D

October 29, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement for the West Unit, Jordan Creek Section, Federal Lands Highway Project No. FLH 3-D.

We are, likewise, enclosing two copies of a letter, from the Register of the U. S. Land Office of The Dalles, concerning the present ownership of the lands traversed by the project.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department

Federal Lands Highway
Project No. FLH 3-D

WEST UNIT, JORDAN CREEK SECTION OF THE

I-O-N HIGHWAY IN MALHEUR COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, October 25, 1935

Roadwork (Sta. 3613+90 to 3642+15)(Sta. 3681+75 to 3720+[illegible])(Sta. 3759+30 to 4010+[illegible])(Sta. 4036+68 to 4137+70)

All Required		Clearing and Grubbing		$ 3,000.00
140	cu. yds.	Trench Excavation	$ 1.00	140.00
80,500	cu. yds.	Common Excavation	0.23	18,515.00
41,000	cu. yds.	Solid Rock Excavation	0.50	20,500.00
135,000	yd. sta.	Overhaul	0.02	2,700.00
10,000	yd. mi.	Truck Haul	0.20	2,000.00
9.61	miles	Finishing Roadbed and Slopes	500.00	4,805.00
990	lin. ft.	18" Corr. Iron Pipe	2.25	2,227.50
200	lin. ft.	24" Corr. Iron Pipe	3.30	660.00
40	lin. ft.	60" Corr. Iron Pipe	15.00	600.00
11,000	cu. yds.	Selected Roadbed Topping	0.40	4,400.00
25,000	yd. mi.	Hauling Roadbed Topping	0.12	3,000.00
			Subtotal	$ 62,547.50
			10% Engr. & Cont.	6,254.75
			Total	$ 68,802.25

Length 9.613 miles
Cost per mile $ 7,157.20

FLH Funds Requested- -$ 68,802.25

Funds for Maint: See Agreement executed by Malheur County October 2, 1935 and by the State Highway Commission October 9, 1935.

Oregon State Highway Department

Federal Lands Highway
Project No. FLH 3-D

WEST UNIT, JORDAN CREEK SECTION OF THE
I-O-N HIGHWAY IN MALHEUR COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, September 21, 1935

Roadwork (Sta. 3613+90 to 3642+15) (Sta. 3680+75 to to 3720+76)(Sta. 3730+80 to 4010+13)(Sta. 4076+68 to 4137+70)

All Required		Clearing and Grubbing		$ 1,950.00
140	cu. yds.	Trench Excavation	$ 1.00	140.00
80,500	cu. yds.	Common Excavation	0.25	20,125.00
41,000	cu. yds.	Solid Rock Excavation	0.75	30,750.00
135,000	yd. sta.	Overhaul	0.02	2,700.00
10,000	yd. mi.	Truck Haul	0.15	1,500.00
9.61	miles	Finishing Roadbed and Slopes	200.00	1,922.00
990	lin. ft.	18" Corr. Iron Pipe	2.50	2,475.00
200	lin. ft.	24" Corr. Iron Pipe	3.50	700.00
40	lin. ft.	60" Corr. Iron Pipe	12.00	480.00
11,000	cu. yds.	Selected Roadbed Topping	0.30	3,300.00
25,000	yd. mi.	Hauling Roadbed Topping	0.15	3,750.00
			Subtotal	$69,792.00
			10% Engr. & Cont.	6,979.20
			Total	$76,771.20

Length 9.613 miles

Cost per mile $ 7,986.18

FLH Funds Requested- $76,771.20

256

October 29, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement for the West Unit, Jordan Creek Section, U. S. Work Program Project No. WPSO 256.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department

U. S. Works Program
Project No. WPSO 256

WEST UNIT, JORDAN CREEK SECTION OF THE I-O-N HIGHWAY IN MALHEUR COUNTY

(Estimate as basis for project Agreement. Based on low bid prices.)

Salem, Oregon, October 25, 1935

Roadwork (Sta. 3600 to 3613+90)(Sta. 3642+15 to 3681+75)(Sta. 3720+76 to 3739+89)(Sta. 4010+13 to 4036+68)

All Required		Clearing and Grubbing		$ 4,000.00
160	cu. yds.	Trench Excavation	$ 1.00	160.00
19,500	cu. yds.	Common Excavation	0.25	4,875.00
32,000	cu. yds.	Solid Rock Excavation	0.80	25,600.00
65,000	yd. sta.	Overhaul	0.02	1,300.00
5,500	yd. mi.	Truck Haul	0.20	1,100.00
1.64	miles	Finishing Roadbed and Slopes	1,000.00	1,640.00
270	lin. ft.	18" Corr. Iron Pipe	2.25	607.50
130	lin. ft.	24" Corr. Iron Pipe	3.30	429.00
130	lin. ft.	36" Corr. Iron Pipe	6.00	780.00
2,000	cu. yds.	Selected Roadbed Topping	0.40	800.00
4,000	yd. mi.	Hauling Roadbed Topping	0.12	480.00
			Subtotal	$ 41,771.50
			10% Engr. & Cont.	4,177.15
			Total	$ 45,948.65

Length of Roadwork	1.642 miles
Cost per mile	$ 27,983.34

Estimated Labor Required	23,000 man-hours
" Cost of Labor	$ 13,800
" Cost of Materials	$ 1,000

WPSO Funds Requested- $ 45,948.65

Funds for Maintenance: See Agreement executed by Malheur County October 2, 1935 and by the State Highway Commission October 9, 1935

Oregon State Highway Department

U. S. Works Program
Project No. WPSO 256

WEST UNIT, JORDAN CREEK SECTION OF THE

I-O-N HIGHWAY IN MALHEUR COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, September 21, 1935

Roadwork (Sta. 3600 to 3613+90)(Sta. 3642+15 to 3680+75)(Sta. 3720+76 to 3730+80)(Sta. 4010+13 to [illegible])

All Required		Clearing and Grubbing		$ 350.00
160	cu. yds.	Trench Excavation	$ 1.00	160.00
19,500	cu. yds.	Common Excavation	0.25	4,875.00
32,000	cu. yds.	Solid Rock Excavation	0.75	24,000.00
65,000	yd. sta.	Overhaul	0.02	1,300.00
5,500	yd. mi.	Truck Haul	0.15	825.00
1.64	miles	Finishing Roadbed and Slopes	200.00	328.00
270	lin. ft.	18" Corr. Iron Pipe	2.50	675.00
130	lin. ft.	24" Corr. Iron Pipe	3.50	455.00
130	lin. ft.	36" Corr. Iron Pipe	6.00	780.00
2,000	cu. yds.	Selected Roadbed Topping	0.30	600.00
4,000	yd. mi.	Hauling Roadbed Topping	0.15	600.00
			Subtotal	$ 34,948.00
			10% Engr. & Cont.	3,494.80
			Total	$ 38,442.80

Length of Roadwork	1.642 miles
Cost per mile	$ 23,412.18

Estimated Labor Required	23,000 man hours
" Cost of Labor	$ 13,800
" Cost of Materials	$ 1,000

WPSO Funds Requested- -$ 38,442.80

256

October 25, 1935

Dunn & Baker,
Klamath Falls, Oregon.

Gentlemen:

We are returning to you by express four copies each of Contract No. 1766 - Federal Lands Portion of the West Unit of Jordan Creek and Contract No. 1767 - Private Lands Portion of the West Unit of Jordan Creek in Malheur County on the I-O-N Highway.

You are advised that the State Insurance Commissioner will not approve the bond furnished in connection with the above contracts until it has been countersigned by an authorized resident agent for the Hartford Accident & Indemnity Company. Will you kindly have this done and return all of the copies to this office.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

Dict. by J. McFarland.

FORM 8-M-1 23308 500 7-35
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

32

October 19, 1935

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Attention Mr. H. G. Smith

Dear Sir:

It has come to our attention that that portion of the Federal Lands Portion of the West Unit of the Jordan Creek Section, I. O. N. Highway, between stations 3844+61.5 and 3868+75, which is in Section 13, Township 31 South, Range 42 East, W.M., has been filed on by a Mr. Walter Bowden.

I will appreciate your immediately checking the records of the Federal Land Office to see what the status of this particular property is.

Mr. Bowden, who is occupying the property, asks a sum of $50 for an approximate total of 6 acres of right of way, plus $77 for fencing and any costs that may be against the property by reason of irrigation assessments. I consider this a very reasonable demand and if it is necessary to acquire the property from him, we should prepare immediately an option for the same and have it executed. As you have the hard copy map of this section in your files, you will please have such a description prepared. And I would suggest, in order to save the expense of sending a right of way agent to Jordan Valley, the option be forwarded to this office and I will either personally or have Mr. Chandler have the option executed.

You will realize that if this land has been filed on and is no longer eligible for Federal Lands Fund, it will be necessary to have the same constructed from private lands funds and if you find that such will be necessary, please advise what procedure is necessary to change this section from the federal lands to the private lands contract.

Very truly yours,

W. C. WILLIAMS
Division Engineer

WCW:MA
cc R. H. Baldock

#1766

3-II

STANDARD OIL COMPANY OF CALIFORNIA

SALES DEPARTMENT
R. T. VIVIAN
DISTRICT SALES MANAGER
O. L. HARDING
ASSISTANT DISTRICT SALES MANAGER

OFFICE
FIRST NATIONAL BANK BLDG.
11 SOUTH SECOND STREET
P O DRAWER 56

WALLA WALLA, WASH.

October 18, 1935

Oregon State Highway Commission,
Salem, Oregon

Gentlemen: Att'n Mr. R. H. Baldock, State Highway Engineer

We would appreciate your completing and returning to us the attached form to cover 9.61 miles of grading, Federal Lands Portions of West Unit, Jordan Creek Section of I.O.N. Highway in Malheur County recently awarded Dunn & Baker of Klamath Falls, under Federal Lands Highway Project No. FLH 3-D.

Yours very truly,

STANDARD OIL COMPANY OF CALIFORNIA
R. T. Vivian
District Sales Manager

By J. Jacobson
District Credit Man EBG

EBG:DH
Attach

#1767

256 ✓

STANDARD OIL COMPANY OF CALIFORNIA

SALES DEPARTMENT
R. T. VIVIAN
DISTRICT SALES MANAGER
O. L. HARDING
ASSISTANT DISTRICT SALES MANAGER

OFFICE
FIRST NATIONAL BANK BLDG.
11 SOUTH SECOND STREET
P. O. DRAWER 56

WALLA WALLA, WASH.

October 18, 1935

Dunn & Baker, Klamath Falls, Oregon
1.64 miles grading
Malheur County - Private Lands Portions
of West Unit, Jordan Creek Section of
I.O.N. Highway

Oregon State Highway Commission,
Salem, Oregon

Gentlemen: Att'n Mr.R.H.Baldock, State Highway Engineer -

We would appreciate your filling out and returning the attached form to us, covering job recently awarded the above contractors, known we believe as U. S. Works Program Highway Project No. WPSO 256, in Malheur County.

Yours very truly,

STANDARD OIL COMPANY OF CALIFORNIA
R. T. Vivian
District Sales Manager

By J. Jacobson
District Credit Man EBG

EBG:IH
Attach

NRA
MEMBER
WE DO OUR PART

October 18, 1935

Dunn & Baker,
Box 431
Klamath Falls, Oregon

Gentlemen:

We are sending to you today, by express, four copies of State Highway Contract No. 1767 which was awarded to you on October 9, 1935, covering grading work on the Private Lands Portions of the West Unit of the Jordan Creek Section of the I.O.N. Highway in Malheur County.

Please execute all four copies of this contract as to agreement and bond and return them to this office for the approval of the State Highway Commission. When this is secured a fully executed copy will be returned to you for your files. A copy will also be furnished the surety on your bond.

Your special attention is called to the paragraphs on pages 10 and 14 of the General Provisions which relate to the Workmen's Compensation Act. You are expected to accept the terms of this act and to carry on your work under this contract in strict conformance thereto.

Your attention is also called to the page immediately following page 8 of the mimeographed Special Provisions relating to payment by the contractor of amounts due the hospital association etc.

Yours very truly,
STATE HIGHWAY COMMISSION

By

Secretary

MC

FORM 5-A-1 5M 8-28
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

38

October 17, 1935.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. W. C. Williams,
Division Engineer,
La Grande, Ore.

Dear Sir:

Regarding the data on the West Unit of the Jordan Valley Section, which you requested be sent to L. R. Chandler at Jordan Valley.

We find that the cross sections from Sta. 3610 to 3683 were sent to you on Feb. 13, 1934. The only other sections which we have here are for the section between 3910 to 4208. We are sending these to Chandler as requested. Also the transit notes and Section corner ties for the entire section.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

Dictated by
H. W. Hackett
H.

CC to
R.H. Baldock ✓

L. R. Chandler,
Jordan Valley, Ore.

OCTOBER 11, 1935

Messrs. Dunn & Baker,
Box 431,
Klamath Falls, Oregon.

Gentlemen:

This letter is to inform you that the State Highway Commission approved and accepted the bid submitted by you on October 9 for construction of both Public and Private Lands Portions of the West Unit of Jordan Creek Section of the I-O-N Highway, Malheur County.

This letter is your authority and our request to commence grading operations immediately. Contract forms will be sent to you shortly for execution.

You are also requested to immediately notify the U. S. Reemployment Service of the approximate time work will begin, and the number and classification of laborers needed for such work.

Yours very truly,

STATE HIGHWAY COMMISSION

By
Secretary

HBG:D

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO.

POST OFFICE BUILDING
PORTLAND, OREGON

October 9, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence in award of contract, as of this date, for Oregon Federal Lands Highway project No. FLH 3-D, West Unit, Jordan Creek section of the I.O.N. Highway, to Dunn & Baker, Klamath Falls, Oregon, who submitted the low bid.

Very truly yours,

W. H. LYNCH
District Engineer

By F. E. Andrews

F. E. Andrews
Sr. Highway Engineer

Jor

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREGON

October 9, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence in award of contract, as of this date, for Oregon U.S.Works Program Highway project No. WPSO 256, West Unit, Jordan Creek section of the I.O.N. Highway, to Dunn & Baker, Klamath Falls, Oregon, who submitted the fourth low bid on this project but which bid was low in the combination with FLH 3-D.

Very truly yours,

W. H. LYNCH
District Engineer

By F. E. Andrews
F. E. Andrews
Sr. Highway Engineer

For

FORM 6-A-1 16619 15M 6-34
COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

X

256

OREGON STATE HIGHWAY COMMISSION

SALEM

October 7, 1935

IN REPLY PLEASE
REFER TO FILE NO.

Mr. H. G. Smith
Construction Engineer
Office

Dear Sir:

All resolutions relative to maintenance and encroachments have been received for the projects on which bids are to be opened on October 8th and 9th, with the exception of the Jordan Creek Projects in Malheur County.

I sent the forms to be executed by the County Court of Malheur County more than ten days ago and have followed up with a wire today but have received no reply. It is possible that I may hear from Judge Graham before Wednesday afternoon.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

Oscar Cutler
Asst. Office Engineer

OC:ME

NOTED
H. B. GLA

cc Mr. H. B. Glaisyer ✓

Telegram received from Judge Graham 330 P.M says agreements will be delivered to me Wednesday P.M. in Portland.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREGON

October 7, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The Acting Chief of Bureau approved on October 3, 1935, the project statement for Oregon U.S.Works Program project No. WPSO 256, involving the improvement of 11.3 miles of the I.O.N. Highway between a point near Rome in Section 30, T. 31 S., R. 42 E., and a point in Section 11, T. 31 S., R. 43 E., in Malheour County.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

Jan

FORM S-A-1 31048 5M 8-33
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

25b

October 1, 1935

IN REPLY PLEASE
REFER TO FILE NO.

Mr. W. C. Williams,
Division Engineer,
La Grande, Ore.

Dear Sir:

Yardage increase on I.O.N. was due to clerical errors in the original profile as nothing was changed in Salem except totals.

Increase on Emigrant Hill-Emigrant Springs was for the purpose of eliminating irregularities in grade line. The Bureau of Public Roads wished either to scarify the job or allow more rock to smooth out irregularities.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

HGS/H

CC to
R.H. Baldock

FORM 8-M-1 23244 900 6-35
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

IN REPLY PLEASE
REFER TO FILE NO.

256

September 28, 1935

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

NOTED
State Highway Engineer

Attention Mr. H. G. Smith, Construction Engineer

Dear Sir:

I am enclosing herewith my estimates of cost for the comparison of bids on the following projects:

Private and Federal Land Portions of the West
  Unit, Jordan Creek Section, I. O. N. Highway
  Malheur County
Emigrant Hill-Emigrant Springs Section, Old
  Oregon Trail in Umatilla County
Rock Creek-Wallowa Section, Wallowa Lake Highway
  in Wallowa County

Please note that the estimate of cost for the Private Lands Portions of the Jordan Creek Section is increased some $40,000 over my estimate as previously submitted. This is accounted for by an increase in quantities over those I submitted with the specifications. Solid rock on this section was increased some 5000 yards. I have not sufficient data to check this increase, as all records were submitted to your office. In my estimates of costs I have not increased unit prices over my original estimate as it does not appear to me that the relief labor specifications are stringent enough to increase the contractor's cost appreciably. The amount of employment to be furnished is 20,000 men hours and it is my belief that this number of hours can be furnished on the job without unduly increasing the cost of the work.

The amount of surfacing materials on the Emigrant Hill-Emigrant Springs Section was also considerably increased over the estimate originally submitted. This, I assume, wad done in order to secure slightly thicker surfacing.

Very truly yours,

W. C. WILLIAMS
Division Engineer

WCW:MA
cc R. H. Baldock

3D

September 27, 1933

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Reference is made to the bid proposals sent to your office covering the grading of the West Unit, Jordan Valley Section, Project No. FLH 3-D.

Please delete the fourth paragraph of page 8 of the special provisions, which paragraph under the subhead "Hours of Employment" allows the contractor the privilege of working his labor to a maximum of forty-eight (48) hours per week.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

work during mid-winter, later-winter and early spring will be permitted, but work shall again be resumed as early in the spring as is practicable and prosecuted vigorously until completed.

Printed Special Provisions Relating to Employment of Labor, Subcontracting, Etc.:

The contractor's attention is directed to the printed special provisions which are bound herewith and which apply particularly to the employment of labor, subcontracting, et cetera. Those special provisions are a part of the special provisions of this contract the same as are the typewritten and/or mimeographed special provisions bound herein, and they shall apply with the same force and effect.

Employment Agency:

The employment agency through which the contractor is to obtain his labor as hereinbefore specified is the agency of the National Reemployment Service at Ontario.

Hours of Employment:

This project, because of its remote location, has been approved by the U. S. Bureau of Public Roads as a project on which labor may be permitted to work to a maximum of forty-eight (48) hours per week. It shall, therefore, be understood that the following provision supersedes the provisions stated in the fourth paragraph from the bottom of page 4 of the printed special provisions bound herewith.

> Labor shall not be permitted to work more than eight hours in any one day and not more than 48 hours in any one week.

Consideration of Bids:

Bids for this project will be considered in conjunction with bids for the grading of the Private Lands Portions of the West Unit of the Jordan Creek Section, and the State Highway Commission reserves the right to award the contracts on the basis of lowest total cost for the two projects. The lowest bidder for this project will, therefore, have no claim on the award of the contract unless his bid, in combination with some bid for the Private Lands Portions of the West Unit of the Jordan Creek Section, gives the lowest total for the two projects.

Bids for the grading of the Private Lands Portions of the West Unit of the Jordan Creek Section will be received by the State Highway Commission at the same time and place as will bids for this project.

WPSO 256

September 26, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

In reply to your letter of September 24th, this will advise that the location of Rome as shown on the sketch map submitted for project WPSO 256 is correct.

Revised sketch map for project FLH No. 3 is being mailed to you under separate cover.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:ME

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREGON

September 24, 1935

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

On June 14, 1934, we requested a revised project statement sketch map for Oregon Federal Lands Highway Project No. 3 as the location was established. This sketch map was furnished on June 28, 1934. This map shows the community of Rome as being on the survey.

There has recently been submitted a sketch map for Oregon WPSO 256 which shows the location of Rome some two miles from the located line.

It is our belief that the WPSO sketch map is correct, and if so, a revised sketch map should be submitted for FLH 3.

Before action can be taken on the project statement for WPSO 256, it will be necessary that this matter be cleared up and your early advice as to the correctness of the sketch map will expedite approval.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREGON

IN YOUR REPLY PLEASE
REFER TO FILE NO.

September 23, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The P.S.& E. documents for Oregon Federal Lands Highway Project FLH 3-D, the West Unit, Jordan Creek section of the I.O.N. Highway, have today been recommended for approval, subject to final review and approval by the Chief Engineer. This will be your authority to advertise for bids.

Nash

As noted in your letter transmitting the papers for this project, our approval is based on the land status being corrected as soon as definite information has been secured.

Information is desired as to whether the State will take care of the maintenance on this project as has been the case in the past on other Federal Lands Highway projects on the I.O.N. Highway.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

Jon

October 2, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Reference is made to your letter of September 23rd, inquiring as to the arrangements under which Project PLH 3-B (West Unit, Jordan Creek Section of the I-O-N Highway) is to be maintained.

As this project is not on either the primary or the secondary state highway system, we are entering into an agreement with Malheur County whereby the expense of maintaining the project will be borne by the county.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:RR

256

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO.

POST OFFICE BUILDING
PORTLAND, OREGON

September 23, 1935

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

P.S.& E. documents for Oregon U. S. Works Program project WPSO 256, the West Unit of the Jordan Creek Section of the I.O.N. Highway, have today been recommended for approval, subject to final review and approval by the Chief Engineer. This is your authority for advertising.

Concurrence in award will not be made until project statement is approved by the Washington Office.

Prompt submission of the bid tabulation and agreement estimate will be appreciated.

Copies of county resolution covering maintenance should be forwarded as soon as possible.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

256

September 20, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed five copies of project statement for the West Unit, Jordan Valley Section of the I. O. N. Highway.

These papers apply only to the sections of the highway which traverse private-owned lands. We have assigned Number WPSO 256 to the project.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ER

Encl.

STATE Oregon

PROJECT NO. WPGH 256
(Not to be filled in)

Form PR. 1
BUREAU OF PUBLIC ROADS
U. S. DEPARTMENT OF AGRICULTURE

PROJECT STATEMENT
AS REQUIRED BY
FEDERAL AID ROAD ACT
Approved July 11, 1916, and acts amendatory thereof and supplementary thereto

(Date) September 17, 1935

The Secretary of Agriculture,
Washington, D. C.

SIR: The State of Oregon, pursuant to the provisions of the Act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," as amended and supplemented, and to the Rules and Regulations of the Secretary of Agriculture made and published thereunder, does hereby submit by its State Highway Commission, constituting the State Highway Department of said State, this project statement for the road herein described, which it is proposed to construct under the provisions of said Acts and said Rules and Regulations, and for which Federal aid is requested out of the apportionments made to said State by the Secretary of Agriculture under the provisions of the said Acts.

1. Local name of road W. Unit, Jordan Valley Section, I-O-N Highway

2. ~~Between control points or official description~~: A point in NW. ¼ Sec. 30, R. 42 E., T. 31 S. and a point in SW. ¼ Sec. 11, R. 43 E., T. 31 S. ~~and~~

3. Between intermediate control points if used: and

County of Malheur

4. Length in miles (gross) 11.3 (net) 11.3

5. Preliminary estimate of cost: Total, $85,000; section of road to be first improved, $85,000, of which $50,000 is the estimated cost of "bridges" of more than 20 feet clear span.

6. Amount of funds which {are / will be} available for construction of section of road to be first improved: (a) State: (Amount.)
Chap. 175, Laws 1917; Chap. 31, Laws 1920
(Source; refer to statute.)

(b) County
(Amount.) (Source; refer to statute.)

8—5072

7. Funds for maintenance to be provided by **State or County**, from the following
(State or (and) county.)

sources: **Chap. 175, Laws 1917; Chap. 11, Laws 1919**
(Refer to statute.)

8. Official, officials, or depository authorized by State law to receive public funds of the State and designated by the State Highway Department to receive Federal funds for this project: **Treasurer of the State of Oregon**

9. Names of State and Federal Engineers making Route Report, and full title of report accompanying this Project Statement:

10. Places on the project having a population of 2,500 or more as shown by the latest Federal census:
None

11. Additional remarks:

Assurance is given that the foregoing information concerning the project herein described is known by the State Highway Department to be correct, and that all of the provisions of the State laws affecting the power and authority of the State Highway Department to cooperate with the Federal Government in the construction of this project have been fully complied with.

Respectfully submitted,

Oregon State Highway Commission
(Official title of Highway Department.)

By
Chairman
(Title of officer.)

By
Commissioner
(Title of officer.)

By
Commissioner
(Title of officer.)

FORM S-H-1 30033 500 3-35
COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
ARL G. WASHBURNE, EUGENE
B. ALDRICH, PENDLETON
H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

256

May 6, 1935

IN REPLY PLEASE REFER TO FILE NO.

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Attention Mr. H. G. Smith

Dear Sir:

With reference to the designation for the Northern Terminous of the Owyhee River East Project, which is contemplated for construction this year:

It is very difficult to establish a name for the north end of this project, as there are no ranches, creeks, or other landmarks of prominence near the east end. There is, however, a large flume carrying waters of an irrigation canal across Jordan Creek, approximately 3/4 miles northwest of the end of the project. I, therefore, suggest that the project be designated: "The Owyhee River-Canal Flume" Section of the I. O. N. Highway.

I might add that this flume is quite a prominent landmark in this vicinity and such designation will be appropriate.

If you do not consider this designation, I see no other alternative than to designate the section as "South Unit" of the Owyhee River-Jordan Creek Section.

Very truly yours,

W. C. WILLIAMS
Division Engineer

WCW:MA

cc R. H. Baldock

CONTRACT#1767,

SEE:

CONTRACT#1766,

53

27-7 [illegible] Governor [illegible]

CONTRACT#1768,

SEE:

CONTRACT#1740,

1[illegible] [illegible] Document 17.

CONTRACT#1768,
1780,

WPGH-25A O.W.R.R. & N. Spanish Hollow 1935
O'Xing

1768, 1780

December 11, 1937.

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Reference is made to your letter of May 3, 1937, regarding reconstruction of a cesspool covered by Extra Work Order No. 1 on the Spanish Hollow Overcrossing, Columbia River Highway, Oregon U. S. Works Program Grade Crossing Project WPGH 25-A.

Our Washington office has advised that even if the cesspool were legally in the right of way "normally it would still be subject to public interest and any adjustment, therefore, a responsibility of the owner. If left in place under an agreement the State cannot avoid, it would appear that its removal is a right-of-way consideration and that any cost incident to its removal would be a proper charge against the State as a right-of-way cost. Therefore, it would appear that both the labor and material involved in this claim are ineligible for Federal participation".

We, therefore, propose to recommend a reduction of this claim. However, we should like to hear further from you before making such a recommendation.

Very truly yours,

W. H. LYNCH
District Engineer

+

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE REFER TO FILE NO. No. 8

POST OFFICE BUILDING
PORTLAND, OREGON

August 6, 1936

RECEIVED
AUG 7 1936

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Final inspection of Oregon WPGH 25-A Spanish Hollow Overcrossing, Columbia River Highway, Sherman County, was made by a representative of this office on July 27, 1936. Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L J Caufield
L. J. Caufield
Highway Engineer

Ro.

Form 888—5M—11-35

25

ON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending [illegible], 1936

Section [illegible]

Kind of work [illegible]

Highway [illegible]

Section prefix 28-1021

Contractor [illegible]

Contract number [illegible]30

Date of contract [illegible], 1935

Date of completion June 30, 1936

Date work started [illegible] 23, 1936

Estimated date of completion ″, 1936

Amount of contract $[illegible]

Per cent of time elapsed 100%

Estimated cost of completed project, exclusive of engineering $[illegible]

Per cent of contract completed, based on total contract price 100%

Engineering cost to date, $[illegible], [illegible]%

Date project was completed [illegible], 193[illegible]

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

[illegible]

Signed

Address

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	ENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... **County,** ......%; .... **County,** ......%; .... **County,** ......%; .... **County,** ......%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., **Power graders** ...., **Rollers** ...., **Mixers** ...., **Crushing or screening plants** ....,

Compressors ...., **Bull Dozers** ...., **Sheet-foot rollers** ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

cc to: R. H. Baldock
H. W. Libby

FORM 5-A-1 5M 2-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

June 8th, 1936

IN REPLY PLEASE
REFER TO FILE NO.

Mr. K. B. Lytle
Division Engineer
State Highway Dept.
Bend, Oregon

NOTED
State Highway Engineer

Dear Sir:

A print of the vicinity map of the Spanish Hollow bridge on the Columbia Highway in Sherman County is being forwarded you herewith.

It is apparent that the connection with the Sherman Highway at the east end of this bridge will be very unsatisfactory if left as it is now. Please examine this situation and report as to the best means of improving the intersection.

A tentative curve of about 60 feet radius has been shown on the print herewith which if used would involve the setting back of the Biggs Service Station. This solution would be fairly expensive as considerable grading would be involved as well as the actual moving of the buildings.

Please report at your earliest convenience.

Very truly yours,

R. H. BALDOCK
STATE HIGHWAY ENGINEER

By

H. G. Smith
Construction Engineer

Dictated by
H. W. Libby
R

cc to: R. H. Baldock
H. W. Libby

#25

December 27, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement for the Spanish Hollow Overcrossing, Project No. WPGM 25.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department

U. S. Works Program
Grade Crossing Project
No. WPGH 25

SPANISH HOLLOW OVERCROSSING ON THE
COLUMBIA RIVER HIGHWAY IN SHERMAN COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, December 13, 1935

Roadway Approaches (Sta. 228+70 to Sta. 250+00)

All Required		Clearing and Grubbing		$ 150.00
15	cu. yds.	Trench Excavation	$ 1.50	22.50
15,000	cu. yds.	Common Excavation	0.35	5,250.00
2,600	cu. yds.	Solid Rock Excavation	0.90	2,340.00
40,000	yds. sta.	Overhaul	0.02	800.00
3,300	yd. mi.	Truck Haul	0.20	660.00
0.46	mile	Finishing Roadbed and Slopes	500.00	230.00
2,300	lin. ft.	Rounding Cutbanks	0.10	230.00
50	lin. ft.	18" Corr. Iron Pipe	2.30	115.00
4,000	cu. yds.	Gravel Topping	0.90	3,600.00
600	cu. yds.	Salvaging Surfacing Materials	1.00	600.00
200	cu. yds.	Filler	0.30	60.00
200	yd. mi.	Hauling Filler	0.20	40.00
140	M-Gal.	Sprinkling	3.00	420.00
820	cu. yds.	Placing Mineral Aggregate	1.25	1,025.00
1,600	yd. mi.	Hauling Mineral Aggregate	0.25	400.00
46	tons	Asphalt in Place	35.00	1,610.00
15	tons	Cutback Asphalt in Seal Coat	34.00	510.00
			Subtotal	$ 18,062.50
			10% Engr. & Cont.	1,806.25
			Total	$ 19,868.75

Overcrossing Structure

360	cu. yds.	Structural Excavation	$ 3.50	$ 1,260.00
40	cu. yds.	Structural Excavation below plans	4.00	160.00
980	cu. yds.	Class "A" Concrete	22.50	22,050.00
360	cu. yds.	Class "D" Concrete	21.00	7,560.00
226,000	lbs.	Metal Reinforcing	0.042	9,492.00
820	lin. ft.	Concrete Handrail	5.00	4,100.00
All Required		Remove Old Bridge and Maint. Traffic		2,200.00
			Subtotal	$ 46,822.00
			10% Engr. & Cont.	4,682.20
			Total	$ 51,504.20

Length of Roadwork	0.461 mile
" " Bridge	.077 "
Total Length	0.538 "
Cost per mile, Roadwork	$ 43,099.24

WPGH Funds Required:

Roadwork- - - - - - - - - - - - - - - - - - - -	$ 19,868.75
Overcrossing Structure- - - - - - - - - - - - -	51,504.20
	$ 71,372.95

NON-PARTICIPATING ITEMS

Crushed Materials in Stockpile (Furnished under State Contract No. 1064)

350	cu. yds.	2" - 1½" Materials in Stockpile	$ 1.40	$ 490.00
175	cu. yds.	1½" - ¾" Materials in Stockpile	1.40	245.00
140	cu. yds.	¾" - ½" Materials in Stockpile	1.60	224.00
105	cu. yds.	½" - 1/8" Materials in Stockpile	1.60	168.00
				$ 1,127.00

ESTIMATE OF LABOR & MATERIALS REQUIRED

	Roadwork	Structure
Estimated Labor Required	6,000 man-hours	18,000 man-hours
Cost of Materials	$ 2,400	$ 18,000
Cost of Labor	$ 4,000	$ 15,000

State Funds for Constr: Chap. 175, laws 1917; Chap. 31, laws 1920
State Funds for Maint: Chap. 41, laws 1927

25

December 6, 1935

Messrs. Joplin & Eldon
P. O. Box 5686
Kenton Station
Portland, Oregon

Gentlemen:

We are sending you today by express a fully executed copy of Contract No. 1780, which was awarded to you on November 7, 1935, for bridge construction over Spanish Hollow Creek and the O.W.R.& N.Co.'s tracks, etc., in Sherman County.

This copy is for your records and files.

Very truly yours,

STATE HIGHWAY COMMISSION
By

Secretary

MBL

WFgH-25

November 9, 1935

Joplin & Eldon
P. O. Box #656, Kenton Station
Portland, Oregon

Gentlemen:

This letter is to inform you that the State Highway Commission, at its meeting held November 7, awarded you the contract for bridge construction over Spanish Hollow Creek and highway construction approximately 20.5 miles east of The Dalles on the Columbia River Highway in Sherman County. This award was based on your bid price of $64,884.50.

You may consider this letter as your authority and our request to start your construction operations immediately. Contract forms will be sent to you shortly for execution.

You are also requested to immediately notify the U. S. Reemployment Service of the approximate time work will begin and the number and classification of laborers needed for such work.

Yours very truly,
STATE HIGHWAY COMMISSION

By

Secretary

HBG:MC

cc - S. H. Probert
Bridge Dept.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO.

POST OFFICE BUILDING
PORTLAND, OREGON

November 7, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence in award of contract, as of this date, for Oregon Works Program Grade Separation project WPGH 25, Spanish Hollow overcrossing and bridge section of the Columbia River Highway, to Joplin & Eldon, Portland, Oregon, who submitted the low bid.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

Tom

FORM 5-A-1 .5M 6-35
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE
H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

IN REPLY PLEASE REFER TO FILE NO.

October 28, 1935

~~Mr. K. D. Lytle,~~
~~Division Engineer,~~
~~Bend, Ore.~~

NOTED

Dear Sir:

The Spanish Hollow and Big Eddy Grade Crossing projects are being awarded on November 7th. The reason that these two projects were not listed in the information for bidders is that the projects are being handled by the Bridge Department and only grading, surfacing and paving projects are listed.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

Dictated by - Chas. E. Low
H.

CC to - R. H. Baldock ✓

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREGON

October 23, 1935

RECEIVED
[illegible] 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon U.S.Works Program Grade Crossing Project No. WPGH 25, the Spanish Hollow Overcrossing on the Columbia River Highway, have today been recommended for approval. This is your authority to advertise for bids, subject to final review and approval by the Chief Engineer of the Bureau.

Very truly yours,

W. H. LYNCH
District Engineer

By L Caufield
L. J. Caufield
Highway Engineer

Tro

FORM 5-A-1 5M 6-33
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

WPGH-

OREGON STATE HIGHWAY COMMISSION

SALEM
October 17, 1935.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. J. E. Peck,
Resident Engineer,
The Dalles, Ore.

Dear Sir:

With reference to the Spanish Hollow undercrossing, it will be necessary to have a new agreement with the O.W.R. & N. Co., for the relocated line across the railroad right of way at that place.

In order to prepare the agreement it will be necessary that we have the following information:

Angle from Highway center line to railroad centerline,
Highway Station plus to center of railroad.
Railroad Station Plus to center of Highway.

If it is not convenient to locate the railroad stationing, it is suggested that you give the distance along the center line of track from the intersection of the center lines of track and the old bridge to the intersection of the center lines of the track and the new bridge center line.

For your information the Station numbers at the intersection of the center of the highway and the railroad at the present bridge are:

Railroad Sta.	236 plus 47
Highway	263 plus 70.7

Railroad stations increase going north.

Please furnish this information to us as soon as possible.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

E. G. Smith,
Construction Engineer.

Dictated by
H. W. Hackett
H.

CC to
R.H. Baldock ✓
K. D. Lytle
S. G. Paxson

#25

October 10, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate to accompany plans and specifications for the Spanish Hollow Overcrossing, Project No. WPGH-[illegible]. 25

Five sets of blueprint plans and five bid proposals are being sent under separate cover.

Since there are stockpiled near this project, sufficient crushed materials, which were produced under a prior contract, to construct the bituminous macadam on the roadway approaches, it is our desire to utilize these materials. The specifications and estimate have, accordingly, been based on the use of these materials, and it is our request that we may be permitted to do so.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dist. by J. W. Nash/ME

Encl.

Oregon State Highway Department

U. S. Works Program
Grade Crossing Project
No. WPGH 25

SPANISH HOLLOW OVERCROSSING ON THE

COLUMBIA RIVER HIGHWAY IN SHERMAN COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, October 10, 1935

Roadway Approaches (Sta. 228+70 to Sta. 250+30)

All Required		Clearing and Grubbing		$ 50.00
15	cu. yds.	Trench Excavation	$ 1.00	15.00
15,000	cu. yds.	Common Excavation	0.30	4,500.00
2,600	cu. yds.	Solid Rock Excavation	1.00	2,600.00
40,000	yds. sta.	Overhaul	0.02	800.00
3,300	yds. mi.	Truck Haul	0.20	660.00
0.46	mile	Finishing Roadbed and Slopes	400.00	184.00
2,300	lin. ft.	Rounding Cutbanks	0.10	230.00
50	lin. ft.	18" Corr. Iron Pipe	2.50	125.00
4,000	cu. yds.	Gravel Topping	0.70	2,800.00
600	cu. yds.	Salvaging Surfacing Materials	0.90	540.00
200	cu. yds.	Filler	0.40	80.00
200	yd. mi.	Hauling Filler	0.20	40.00
140	M-Gal.	Sprinkling	2.00	280.00
820	cu. yds.	Placing Mineral Aggregate	1.50	1,230.00
1,600	yd. mi.	Hauling Mineral Aggregate	0.20	320.00
46	tons	Asphalt in Place	30.00	1,380.00
15	tons	Cutback Asphalt in Seal Coat	31.00	465.00
			Subtotal	$ 16,299.00
			10% Engr. & Cont.	1,629.90
			Total	$ 17,928.90

Overcrossing Structure

360	cu. yds.	Excavation	$ 3.00	$ 1,080.00
40	cu. yds.	Excavation below Plans	5.00	200.00
980	cu. yds.	Class "A" Concrete	22.00	21,560.00
360	cu. yds.	Class "D" Concrete	22.00	7,920.00
226,000	lbs.	Metal Reinforcing	0.05	11,300.00
820	lin. ft.	Concrete Handrail	5.00	4,100.00
All Required		Remove Old Bridge and Maint. Traffic		1,000.00
			Subtotal	$ 47,160.00
			10% Engr. & Cont.	4,716.00
			Total	$ 51,876.00

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

Length of Roadwork	0.461 mile
" " Bridge	.077 "
Total Length	0.538 "
Cost per mile, Roadwork	$ 38,908.67

WPGH Funds Required:

Roadwork- - - - - - - - - - - - - - - - - - - -	$ 17,928.90
Overcrossing Structure- - - - - - - - - - - - -	51,876.00
	$ 69,804.90

NON-PARTICIPATING ITEMS

Crushed Materials in Stockpile (Furnished under State Contract No. 1064)

350	cu. yds.	2" - 1½" Materials in Stockpile	$ 1.40	$ 490.00
175	cu. yds.	1½" - ¾" Materials in Stockpile	1.40	245.00
140	cu. yds.	¾" - ½" Materials in Stockpile	1.60	224.00
105	cu. yds.	½" - 1/8" Materials in Stockpile	1.60	168.00
				$ 1,127.00

ESTIMATE OF LABOR & MATERIALS REQUIRED

	Roadwork	Structure
Estimated Labor Required	6,000 man-hours	18,000 man-hours
Cost of Materials	$ 2,400	$ 18,000
	$ 2,400	18,000

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE
H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

WPgH-25

September 27, 1935.

IN REPLY PLEASE REFER TO FILE NO.

Mr. J. E. Peck,
Resident Engineer,
The Dalles, Ore.

NOTED
State Highway Engineer

Dear Sir:

It is necessary to furnish the Bureau of Public Roads additional information on the materials used in the topping course. Will you please send in samples to the testing laboratory for screen analysis of the topping to be used in connection with the Big Eddy and Spanish Hollow Grade Separation.

These should be sent in immediately so as not to hold up submitting plans to the Bureau.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

Dictated by
Chas. E. Low
H.

CC to
R. H. Baldock
K. D. Lytle

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

Contract
Grade Crossing
Separation

OREGON STATE HIGHWAY COMMISSION

OFFICE OF K. D. LYTLE, DIVISION ENGINEER
BEND, OREGON

September 13, 1935

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Attention: Mr. H. G. Smith.

Dear Sir:

Reference is made to Mr. Libby's letter of September 12 regarding the Spanish Hollow Grade Separation project.

The 18 inch culvert included in the estimate of quantities is to be placed at about station 258. Mention of this was made in my letter of August 22.

Use the Fulton pit and eliminate the Wilson pit. Describe Fulton pit as being approximately 0.25 of a mile South of M. P. 110.9. Yesterday I received word from Mr. Devers stating that Mr. McCallister had succeeded in securing an option on this pit. We will have to pay five cents royalty but it is cheaper to do that than use the Wilson pit as it will bring practically all of the haul within one mile.

The only road approach to be built on this job is the connection to the Sherman Highway. This is shown on the map.

The rock which we will use in the construction of the bituminous macadam was crushed by contractors, H. E. Schneer, Contract No. 1064.

I did not figure on salvaging any more of the old surfacing materials than would be needed for binder and construction of shoulders which amounted to 454 cubic yards. The balance would

OREGON STATE HIGHWAY COMMISSION

fall in the excavated quantities.

The cost of salvaging the old materials would exceed the cost of new topping as it would be necessary to handle them twice.

Very truly yours,

K. D. LYTLE,
DIVISION ENGINEER

kdl/e

CABELL, CHAIRMAN, PORTLAND
B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

Const
Grade Crossings
Separations

September 12, 1935

IN REPLY PLEASE REFER TO FILE NO.

Mr. K. D. Lytle,
Division Engineer,
Bend, Ore.

Dear Sir:

A profile of the Spanish Hollow Grade Separation project on the Columbia River Highway in Sherman County is being forwarded under separate cover for your information in answering the following questions:

Where is the 18" culvert pipe to be placed which is noted in your estimate of quantities?

Is the Fulton gravel pit to be used as source of gravel topping as well as the Wilson Gravel Pit?

What was planned to do with the balance of salvaged material available? Estimate shows 1914 cu.yds. available but only 454 to be used as filler and shoulder material.

Please indicate on profile location of road approaches referred to in the special provisions.

Under what contract and when was the mineral aggregate produced at M.P. 110.8 and 115.1?

This project should be submitted to the Bureau early next week, and therefore an immediate reply to this letter is desired.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

Dictated by
H. W. Libby
H.

CC to
R.H. Baldock ✓

CONTRACT#1769,

62-A Emigrant Hill-Emigrant Springs 1935
Sec., Old Oregon Trail

1769

RECEIVED
NOV 16 1936
FOR FILING

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

No. 8

IN YOUR REPLY PLEASE
REFER TO FILE No.________

POST OFFICE BUILDING
PORTLAND, OREGON

1769

November 13, 1936

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Final inspection of Oregon F.A.P. 62-A, Emigrant Hill-Emigrant Springs Unit, Deadman's Pass-Kamela Section, Old Oregon Trail, was made by a representative of this office on October 13, 1936. Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By LJCaufield
L. J. Caufield,
Highway Engineer

118

March 30, 1936

Memorandum to

R. V. Hallenberg:

Reference is made to each of the intermediate Federal Aid vouchers No. 1, submitted for Projects Nos. 62-A and 118. The vouchers were submitted in the amounts of $2,812.12 and $2,561.08, respectively, but payments were made in the amounts of $2,719.92 and $2,477.11.

The reductions were occasioned by the Bureau of Public Roads basing the State pro rata share upon the total cost of the project (inclusive of the cost of non-participating stock-piled materials which reduced the percentage of the government payments from 61% to 59% for Project 62-A and 59% for Project No. 118.

J. W. Bash

FORM 2-A-1 10M 11-35
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK X
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

118

March 30, 1936

IN REPLY PLEASE
REFER TO FILE NO.

Memorandum to

R. V. Hollenberg:

Reference is made to each of the intermediate Federal Aid vouchers No. 1, submitted for Projects Nos. 62-A and 118. The vouchers were submitted in the amounts of $2,812.12 and $2,561.08, respectively, but payments were made in the amounts of $2,719.92 and $2,477.11.

The reductions were occasioned by the Bureau of Public Roads basing the State pro rata share upon the total cost of the project (inclusive of the cost of non-participating stock-piled materials which reduced the percentage of the government payments from 61% to 59% for Project 62-A and 59% for Project No. 118.

J. W. Nash
J W Nash

J 67

62-a

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREGON

March 16, 1936.

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Reference is made to the modified project agreement for Oregon 62-A, which was forwarded to you on March 9, 1936.

We note that the Federal Aid Funds actually set up by this agreement are four cents less than the requested amount. In other words the agreement sets up a total Federal Aid allotment of $161,944.71. The previous Federal Aid payments were $98,071.58. This leaves available for the present work $63,873.13.

As this difference is very small, we assume that you will not wish to make any change in the allotment at this time. Please note this small change in amount, though, in the preparation of the final voucher.

Very truly yours,

W H Lynch
W. H. LYNCH
District Engineer

iw

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

POST OFFICE BUILDING
PORTLAND, OREGON

Stencil No. 124

IN YOUR REPLY PLEASE
REFER TO FILE No. Oregon 62-A

March 9, 1936

Mr. R. G. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the modified project agreement and certificate for the above numbered project.

Very truly yours,

W. H. LYNCH
District Engineer

L Caufield

By L. J. Caufield
Highway Engineer

Encls.

Oregon Federal Aid Project
No. 62, Section A.

F4pr6080

MODIFICATION OF PROJECT AGREEMENT

(F4pr 6080)

WHEREAS, by that certain project agreement signed on July 25, 1922, by the State Highway Commission of Oregon, and on September 13, 1922, by the Acting Secretary of Agriculture, as amended by "Modifications of Project Agreement" signed on October 26, 1929, and June 26, 1930, respectively, by the said State Highway Commission, and on November 18, 1929 and July 21, 1930, respectively, by the Secretary of Agriculture, the said parties entered into an agreement for the improvement of that certain road described therein and designated as Oregon Federal Aid Project No. 62, Section A; and

WHEREAS, the plans and specifications previously approved for said Section A provided for the construction of 5.839 miles of road surfaced with crushed stone, 1.228 miles of road surfaced with waterbound macadam, and 7.049 miles of road surfaced with bituminous macadam, in Umatilla County, for which the estimate approved was $162,536.86, and $98,071.58 Federal funds were set aside to the credit of said Section A; and

WHEREAS, the construction of said Section A in accordance with the plans and specifications previously approved has been completed, finally inspected, and accepted, at a total cost of $165,325.11, and voucher in the sum of $98,071.58 has been passed for payment as the share of the Federal Government on said Section A; and

WHEREAS, the said State Highway Commission of Oregon now requests a reopening of said Section A and a revision of the plans, specifications and estimate approved therefor to provide for the reconstruction of the roadway on a revised alignment between survey stations 1108+97.2 and 1410+00, thereby reducingits length from 14.166 miles to 14.091 miles, and for the construction of a bituminous macadam wearing surface over the revised portion of the project, at an estimated cost of $104,710.13; and by reason thereof has requested that the estimate of cost approved for said Section A be increased from the previous actual cost of $165,325.11 to $270,035.24, and that the Federal funds approved and set aside to the credit of said Section A be increased from the previous actual payment of $98,071.58 to $161,944.71:

NOW, THEREFORE, It is hereby mutually agreed by and between the said State Highway Commission of Oregon and the Secretary of Agriculture that the plans, specifications and estimate approved for said Section A be revised in the manner above indicated, and that the said project agreement be further amended as follows:

The third "Whereas" paragraph shall read:

> "Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications and estimate and the sum of one hundred sixty-one thousand, nine hundred forty-four and 71/100 dollars ($161,944.71), as the share of the United States payable under said act on account of Section A of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:"

Article II shall read:

"Article II. This agreement covers the following road as described in detail in said surveys, plans and specifications:

"Between survey station 1102+97.2 at the easterly end of Federal Aid Project No. 118 in Sec. 1, T. 1 N., R. 34 E., and survey station 1852+10.5 at the northerly end of Section B of Federal Aid Project 139, at the Umatilla - Union County line (excepting therefrom that portion between survey stations 1604+00 and 1607+24.9), length 14.091 miles, in Umatilla County, being Oregon Federal Aid Project No. 62, Section A, consisting of 14.091 miles of roadway and no bridges of more than 20 feet clear span, known locally as the Deadman's Pass - Kamela Section of the Old Oregon Trail."

Paragraph (b) of Article III shall be and is hereby stricken out.

Article IV shall read:

"Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section A of said project shall not in any event exceed the sum of one hundred sixty-one thousand, nine hundred forty-four and 71/100 dollars ($161,944.71), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of two hundred seventy thousand, thirty-five and 24/100 dollars ($270,035.24), the approved total estimated cost of Section A of said project."

Except as herein specifically modified, the said project agreement shall remain in full force and effect.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for Project No. 112.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, the State Highway Commission of Oregon on the 30th day of November, 1935, and the Secretary of Agriculture on the 24th day of February, 1936.

OREGON STATE HIGHWAY COMMISSION

By Henry F. Cabell
Chairman, State Highway Commission

By
Member, State Highway Commission

By F L Fourville
Member, State Highway Commission

Secretary of Agriculture,

By R. E. Boykin
Acting Chief, Bureau of Public Roads.

Oregon Federal Aid Project
No. 62, Section A.

Form PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

The Secretary of the Treasury, and

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as Project No. 62-A, State of Oregon.

Second. That in accordance with said provisions I have approved the sum of $ 270,035.24 in lieu of the previous actual payment of $95,071.58, as the total estimated cost of said project, and the sum of $ 161,944.71 / as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this 24th day of February one thousand nine hundred and thirty-six

Secretary of Agriculture,

By R. E. Boykin

Acting Chief, Bureau of Public Roads.

U.S. GOVERNMENT PRINTING OFFICE: 1934 8—4330

62-a

February 10, 1936

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Reference is made to your letters of February 7, 1936, concerning the percentage of Federal Aid funds set up in the agreement estimates for F. A. Projects Nos. 62-A and 118.

It appears that you are basing the percentage of Federal Aid funds on the total project cost (inclusive of the cost of non-participating shoulder rock), which method is a departure from that which has been used previously. Please refer to Projects NRH 240-A (1935), NRS 245 (1935) and others where non-participating items were involved.

We have always considered an agreement estimate containing non-participating items as similar to one which contains more than one unit of work with a different percentage of Federal Aid requested on each unit and the percentage of Federal Aid requested on the non-participating items being 0%. Too, it has been the customary practice in intermediate vouchers to request Federal Aid based on the percentage set up for each unit of work rather than an average percentage of Federal Aid cooperation for all units and following this same procedure, the percentage of Federal Aid which applies on the participating portions of Projects Nos. 62-A and 118 would be 61% for each.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ER

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.________

POST OFFICE BUILDING
PORTLAND, OREGON

RECEIVED
FEB 8 1936
OREGON
STATE HIGHWAY COMMISSION

February 7, 1936

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Reference is made to initial voucher for Oregon Federal Aid Project No. 62-A, covering period from October 21, 1935, to December 10, 1935, submitted in amount of $2,812.13.

We note that the percentage of Federal Aid funds set up to the project by the project agreement estimate is not 61%, but 59%. Please use this percentage in submitting progress vouchers for the project under the present agreement. Using 59%, we are recommending the voucher for payment in reduced amount of $2,719.92, which should be shown as the amount of previous payments on next voucher.

Very truly yours,

W. H. LYNCH
District Engineer

By
F. E. Andrews
Sr. Hwy. Engineer

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREGON

RECEIVED
FEB [illegible] 1936
OREGON
STATE HIGHWAY COMM.

February 7, 1936.

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Reference is made to initial voucher for Oregon F.A.P. 118, covering period from October 21, 1935 to December 10, 1935, submitted in amount of $2,561.08.

We note that the percentage of Federal Aid Funds set up to the project by the project agreement estimate is not 61% but 59.46%. Please use this percentage in submitting vouchers for this project under the present agreement. Using 59%, we are recommending the voucher for payment in reduced amount of $2,477.11, which should be shown as the amount of previous payment on the next voucher.

Very truly yours,

W. H. LYNCH
District Engineer

By F. E. Andrews
F. E. Andrews
Sr. Hwy. Engineer

62a

October 29, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement for the Emigrant Hill-Emigrant Springs Section, Federal Aid Project No. 62-A.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department Federal Aid Project No. 62-A

EMIGRANT HILL-EMIGRANT SPRINGS UNIT OF THE DEADMANS PASS-KAMELA SECTION ON THE OLD OREGON TRAIL IN UMATILLA COUNTY

(Estimate as basis for modified agreement. Based on low bid prices.)

Salem, Oregon, October 28, 1935

COMPLETED FEDERAL AID WORK

Roadwork

Total Cost	$ 284,113.99
Regular Federal Aid Paid	$ 98,071.98
NRH Funds Paid	$ 117,037.73
Length, Non-reopened Section	8.357 miles
Original Length, Reopened Section	5.839 "
Revised Length, Reopened Section	5.814 "
Total Revised Length of Project	14.091 "

NEW WORK

Regrading and Bituminous Macadam
(Sta. 1102+97.2 to 1410+00)

100	cu. yds.	Trench Excavation	$ 1.00	$ 100.00
2,500	cu. yds.	Common Excavation	0.35	875.00
5,800	cu. yds.	Solid Rock Excavation	0.65	3,770.00
2,400	yd. sta.	Overhaul	0.02	48.00
15,500	yd. mi.	Truck Haul	0.18	2,790.00
5.81	miles	Finishing Roadbed and Slopes	88.00	511.28
2,300	lin. ft.	Rounding Cutbanks	0.08	184.00
220	lin. ft.	12" Concrete Pipe	1.70	374.00
50	lin. ft.	18" Concrete Pipe	2.55	127.50
25	lin. ft.	24" Concrete Pipe	3.45	86.25
200	cu. yds.	Salvaging Surfacing Materials	0.52	104.00
27,500	cu. yds.	Coarse Materials in Surfacing	1.29	35,475.00
7,500	cu. yds.	Key Materials in Surfacing	1.29	9,675.00
4,500	cu. yds.	Screenings in Surfacing	1.29	5,805.00
800	M-Gal.	Sprinkling	2.00	1,600.00
7,900	cu. yds.	Mineral Aggregate in Place	1.94	15,326.00
480	tons	Asphalt in Place	31.00	14,880.00
56	tons	Emulsified or Cutback Asphalt in Seal Coat	30.00	1,680.00

2,800	cu. yds.	Placing Rock Shoulders	$ 0.35	$ 980.00
5,000	yd. mi.	Hauling Shoulder Materials	0.16	800.00
			Subtotal	$ 95,191.03
			10% Engr. & Cont.	9,519.10
			Total	$104,710.13

Length	5.814 miles
Cost per mile	$ 18,009.99

Federal Aid Funds Requested- - - - - - - - - - - - - - - - - - - -	$ 63,873.17 (61%)
State Funds Available- -	40,836.96
	$104,710.13

NON-PARTICIPATING ITEMS

Stockpiled Materials for Shoulder Rock (Furnished Under State Contract No. 1001)

2,800	cu. yds.	1½" - ¾" Materials in Stockpile	$ 1.22	$ 3,416.00

State Funds for Constr: Chap. 175, laws 1917; Chap. 31, laws 1920
State Funds for Maint: Chap. 41, laws 1927

62a

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO.

POST OFFICE BUILDING
PORTLAND, OREGON

October 10, 1935

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

With reference to the P.S.& E. estimate for Federal Aid project 62-A reopened and our letter of September 21, 1935, regarding the length of old work, your statement accompanying final voucher on the NRH project shows total original length and total revised length as 14.169 miles. This figure was the total original length, but we believe the total revised length should have been given as 14.108, the total of the revised lengths of separate sections shown on the statement.

Assuming this is correct, the statement of completed Federal Aid work would read:

Length of section on which no additional work is to be done,	8.277 miles
Original length, reopened section,	5.839 "
Revised length, " "	5.814 "
Total revised length of project,	14.091 "

Please use these figures in future if found correct; if not, notify us.

Very truly yours,

W. H. LYNCH
District Engineer

By F E Andrews
F. E. Andrews
Sr. Hwy. Engineer

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREGON

October 9, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence in award of contract, as of this date, for Oregon Federal Aid Projects Nos. 62-A and 118, the Emigrant Hill-Emigrant Springs section of the Old Oregon Trail, to the Newport Construction Co. & Kern & Kibbe, Portland, Oregon, who submitted the low bid.

Very truly yours,

W. H. LYNCH
District Engineer

By

F. E. Andrews
Sr. Highway Engineer

Jon

62a

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO.

POST OFFICE BUILDING
PORTLAND, OREGON

September 21, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Revised P.S.& E. documents for Oregon Federal Aid Project No. 62-A, the Emigrant Hill-Emigrant Springs section of the Old Oregon Trail, have today been recommended for approval, subject to final review and approval by the Chief Engineer. This is your authority for advertising.

On the estimate for this project we figure the length as 5.814 miles instead of 5.841 miles as shown. This has been changed. We are attaching a copy of the estimate changed in pencil and request that you check our figures. If found correct, will you please change these figures on future estimates.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

Encl.

Oregon State Highway Department　　　　Federal Aid Project No. 62-A

EMIGRANT HILL-EMIGRANT SPRINGS UNIT OF THE DEADMANS PASS-KAMELA SECTION OF THE OLD OREGON TRAIL IN UMATILLA COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, September 17, 1935

COMPLETED FEDERAL AID WORK

Roadwork

Total Cost	$ 284,113.99
Regular Federal Aid Paid	$ 98,071.58
NRH Funds Paid	$ 117,037.73
Length of section on which no additional work is to be done	~~8.330~~ miles 8.357
Original Length, Reopened Section	5.839 "
Revised Length, " "	~~5.841~~ " 5.814
Total Revised Length of Project	14.171 "

NEW WORK

Regrading and Bituminous Macadam (Sta. 1102+97.2 to 1410+00)

100	cu. yds.	Trench Excavation	$ 1.00	$ 100.00
2,500	" "	Common Excavation	0.25	625.00
5,800	" "	Solid Rock Excavation	1.00	5,800.00
2,400	yd. sta.	Overhaul	0.02	48.00
15,500	yd. mi.	Truck Haul	0.20	3,100.00
5.81	miles	Finishing Roadbed and Slopes	200.00	1,162.00
2,300	lin. ft.	Rounding Cutbanks	0.10	230.00
220	" "	12" Concrete Pipe	1.20	264.00
50	" "	18" Concrete Pipe	2.50	125.00
25	" "	24" Concrete Pipe	3.50	87.50
200	cu. yds.	Salvaging Surfacing Materials	0.60	120.00
27,500	" "	Coarse Materials in Surfacing	1.35	37,125.00
7,500	" "	Key Materials in Surfacing	1.35	10,125.00
4,500	" "	Screenings in Surfacing	1.35	6,075.00
800	M-Gal.	Sprinkling	2.50	2,000.00
7,900	cu. yds.	Mineral Aggregate in Place	2.35	18,565.00
480	tons	Asphalt in Place	30.00	14,400.00

56	tons	Emulsified or Cutback Asphalt in Seal Coat	$ 30.00	$ 1,680.00
2,800	cu. yds.	Placing Rock Shoulders	0.60	1,680.00
5,000	yd. mi.	Hauling Shoulder Materials	0.12	600.00
		Subtotal		$103,911.50
		10% Engr. & Cont.		10,391.15
		Total		$114,302.65

Length 5,814 ~~5.841~~ miles
Cost per mile 19598.98 ~~$ 19,569.02~~

Federal Aid Funds Requested.......................................$ 69,724.61 (61%)
State Funds Available.......................................44,578.04

$114,302.65

NON-PARTICIPATING ITEMS

Stockpiled Materials for Shoulder Rock (Furnished under State Contract No. 1001)

2,800	cu. yds.	1¼" - ¾" Materials in Stockpile	$ 1.22	$ 3,416.00

62a

September 20, 1935

Mr. W. M. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of revised estimate to accompany plans and specifications for the Emigrant Hill-Emigrant Springs Section, Project No. 62-A (Reopened).

Five blueprint copies of the typical cross-section sheet are being sent under separate cover.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dist. by J. W. Nash/ER

Encl.

Oregon State Highway Department   Federal Aid Project No. 62-A

EMIGRANT HILL-EMIGRANT SPRINGS UNIT OF THE DEADMANS PASS-KAMELA SECTION OF THE OLD OREGON TRAIL IN UMATILLA COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, September 17, 1935

COMPLETED FEDERAL AID WORK

Roadwork

Total Cost	$ 284,113.99
Regular Federal Aid Paid	$ 98,071.58
NRH Funds Paid	$ 117,037.73
Length of section on which no additional work is to be done	8.330 miles
Original Length, Reopened Section	5.839 "
Revised Length, " "	5.841 "
Total Revised Length of Project	14.171 "

NEW WORK

Regrading and Bituminous Macadam (Sta. 1102+97.2 to 1410+00)

100	cu. yds.	Trench Excavation	$ 1.00	$ 100.00
2,500	" "	Common Excavation	0.25	625.00
5,800	" "	Solid Rock Excavation	1.00	5,800.00
2,400	yd. sta.	Overhaul	0.02	48.00
15,500	yd. mi.	Truck Haul	0.20	3,100.00
5.81	miles	Finishing Roadbed and Slopes	200.00	1,162.00
2,300	lin. ft.	Rounding Cutbanks	0.10	230.00
220	" "	12" Concrete Pipe	1.20	264.00
50	" "	18" Concrete Pipe	2.50	125.00
25	" "	24" Concrete Pipe	3.50	87.50
200	cu. yds.	Salvaging Surfacing Materials	0.60	120.00
27,500	" "	Coarse Materials in Surfacing	1.35	37,125.00
7,500	" "	Key Materials in Surfacing	1.35	10,125.00
4,500	" "	Screenings in Surfacing	1.35	6,075.00
800	M-Gal.	Sprinkling	2.50	2,000.00
7,900	cu. yds.	Mineral Aggregate in Place	2.35	18,565.00
480	tons	Asphalt in Place	30.00	14,400.00

56	tons	Emulsified or Cutback Asphalt in Seal Coat	$ 30.00	$ 1,680.00
2,800	cu. yds.	Placing Rock Shoulders	0.60	1,680.00
5,000	yd. mi.	Hauling Shoulder Materials	0.12	600.00
		Subtotal		$103,911.50
		10% Engr. & Cont.		10,391.15
		Total		$114,302.65
		Length	5.841 miles	
		Cost per mile	$ 19,569.02	

Federal Aid Funds Requested.......................................$ 69,724.61 (61%)
State Funds Available.......................................44,578.04

$114,302.65

NON-PARTICIPATING ITEMS

Stockpiled Materials for Shoulder Rock (Furnished under State Contract No. 1001)

2,800	cu. yds.	1¼" - ¾" Materials in Stockpile	$ 1.22	$ 3,416.00

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.________

POST OFFICE BUILDING
PORTLAND, OREGON

August 21, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The P.S.& E. documents for Oregon Federal Aid Project No. 62-A, the Emigrant Hill-Emigrant Springs unit of the Deadman's Pass-Kamela section of the Old Oregon Trail, have today been recommended for approval. This is your authority for advertising for bids. Our recommendation is subject to further review and approval by the Chief Engineer, and that any revisions required by him will be made.

Prompt submission of the bid tabulation and the project agreement estimate will be appreciated.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

62a

August 14, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate to accompany plans and specifications for the Emigrant Hill-Emigrant Springs Unit of the Deadman's Pass-Kamela Section, Project No. 62-A.

One copy of the bid proposal and five sets of blueprint plans are being sent under separate cover.

The same conditions exist for the bid proposal for this project as given in our letter transmitting similar papers for Project No. 118.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/KR

Encl.

7)

Oregon State Highway Department   Federal Aid Project No. 62-A

EMIGRANT HILL-EMIGRANT SPRINGS UNIT OF THE DEADMANS PASS-KAMELA SECTION ON THE OLD OREGON TRAIL IN UMATILLA COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, ~~August~~ Sept 14, 1935

COMPLETED FEDERAL AID WORK

Roadwork

Total Cost	$ 234,113.99
Regular Federal Aid Paid	98,071.58
NRH Funds Paid	117,037.73
Length of section on which no additional work is to be done	8.330 miles
Original Length, Reopened Section	5.839 "
Revised Length, " "	5.841 "
Total Revised Length of Project	14.171 "

NEW WORK

Regrading and Bituminous Macadam
(Sta. 1102+97.2 to 1410+00)

100	cu. yds.	Trench Excavation	$ 1.00		$ 100.00	
2,500	" "	Common Excavation	0.25		625.00	
5,800	" "	Solid Rock Excavation	1.00		5,800.00	
2,400	yd. sta.	Overhaul	0.02		48.00	
15,500	yd. mi.	Truck Haul	0.20		3,100.00	
5.81	miles	Finishing Roadbed and Slopes	200.00		1,162.00	
2,300	lin. ft.	Rounding Cutbanks	0.10		230.00	
220	" "	12" Concrete Pipe	1.20		264.00	
50	" "	18" Concrete Pipe	2.50		125.00	
25	" "	24" Concrete Pipe	3.50		87.50	
200	cu. yds.	Salvaging Surfacing Materials	0.60		120.00	
27,500	" "	Coarse Materials in Surfacing	~~1.70~~	1.35	~~46,750.00~~	37,125.00
7,500	" "	Key Materials in Surfacing	~~1.70~~	1.35	~~12,750.00~~	10,125.00
4,500	" "	Screenings in Surfacing	~~1.70~~	1.35	~~7,650.00~~	6,075.00
800	M-Gal.	Sprinkling	2.50		2,000.00	
7,900	cu. yds.	Mineral Aggregate in Place	~~2.70~~	2.35	~~21,330.00~~	18,565.00
480	tons	Asphalt in Place	30.00		14,400.00	

56	tons	Emulsified or Cutback Asphalt in Seal Coat	$ 30.00	$ 1,680.00
2,800	cu. yds.	Placing Rock Shoulders	0.60	1,680.00
5,000	yd. mi.	Hauling Shoulder Materials	0.12	600.00
		Subtotal		$ ~~120,501.50~~ $103,911.50
		10% Engr. & Cont.		~~12,050.15~~ 10,391.15
		Total		$ ~~132,551.65~~ $114,302.65

Length 5.841 miles

Cost per mile $ ~~22,693.31~~ 19,569.02

Federal Aid Funds Requested....................................	$ ~~80,856.50~~ 69,724.61 (61%)
State Funds Available..	~~51,695.15~~ 44,578.04
	$ ~~132,551.65~~ $114,302.65

NON-PARTICIPATING ITEMS

Stockpiled Materials for Shoulder Rock (Furnished under State Contract No. 1001)

2,800	cu. yds.	1¼" - ¾" Materials in Stockpile	$1.22	$ 3,416.00

March 28, 1938

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Reference is made to the inquiry contained in your letter of March 24, 1938, concerning the date of completion for work under Contract No. 1769 on Project No. FA 62-A.

The records of this office indicate the date of September 30, 1936, is correct, the report for week ending September 26, 1936, making the following statement:

> "Everything finished on this job, with the exception of one day's work on the shoulders, and placing of ¾" - 0" on two miles at the west end. This work should be finished by Monday evening of next week."

The report for the week ending October 3, 1938, states:

> "Work finished on this project September 30th."

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ER

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT ONE

MONTANA
OREGON
WASHINGTON

POST OFFICE BUILDING
PORTLAND, OREGON

March 24, 1938

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

In our review of the final voucher submitted for Oregon Federal Aid Project No. 62-A, Deadman's Pass-Kamela section of the Old Oregon Trail, we note that you advised by wire that contract No. 1769 was completed on September 30, 1936. This date is also shown on the final monthly estimate. However, as the action of the Highway Commission on October 4, extending the time to October 15, and our inspection on October 13, indicate that the project was not actually completed and accepted on September 30, will you please advise us of the correct date of completion.

The final voucher must be held in this office pending receipt of this information.

Very truly yours,

W. H. LYNCH
District Engineer

By

F. E. Andrews
Sr. Highway Engineer

#1769

RECEIVED
JUL 29 1937
FOR FILING
118

July 29, 1937

Maryland Casualty Company,
Hansen & Rowland, Inc. Agents,
Washington Building,
Tacoma, Washington.

Gentlemen:

On January 16th, 1937, we advised you that the Newport Construction Company and Kern & Kibbe Contract No. 1769, Emigrant Hill-Emigrant Springs Section in Umatilla County, had been completed and that the total amount to be paid would be $121,379.31.

Since that time an adjustment has been made and the total amount to be paid under the above contract will be $124,807.97.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary.

Dict. by J. McFarland.

FORM 1M 12-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

July 19, 1937

IN REPLY PLEASE
REFER TO FILE No.

RECEIVED
1937
STATE HIGHWAY COMMISSION

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Middle Unit
Em. Hill Sec.

Attention Mr. H. G. Smith:

Dear Sir:

All work on the Middle Unit Emigrant Hill-Emigrant Springs section of Old Oregon Trai in Umatilla county, was satisfactorily completed on July 1, 1937.

The total cost of the project, as indicated by the estimate, is approximately $1-9,000, which is $22,000 under the project authorization. Of this underrun $10,000 is in contract items, and $12,000 is a saving in the contingency and engineering authorization.

The $10,000 underrun in contract items is merely the result of not requiring the additional allowances made for bid items. The totals were all very close to the preliminary estimate items with the exception of excavation. The excavation quantities were approximately as estimated but the preliminary classification was too high and the solid rock underran 50 per cent.

I am inclosing copy of letter addressed to me by Mr. Dean Swift, resident engineer on the job, explaining reasons of variations of bid items.

Very truly yours

Division Engineer

WCW V

Incl.

cc Mr. Balcock
cc Mr. McAllister

NOTED
O. B. McCullough

FORM 2-M-1 1M 12-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

RECEIVED
JUN 11 1937
FOR FILING
118

June 9, 1937

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

NOTED
State Highway Engineer

Attention Mr. H. G. Smith, Construction Engineer

Dear Sir:

I hand you herewith price agreement No. 1, on the Emigrant Hill-Emigrant Springs project, contract No. 1769.

This price agreement covers the placing of the cut-back seal over the entire project located between Stations 1042/85 and 1410/oo.

It is expected that this seal will be placed within another week, so your early approval of the price agreement will be appreciated.

You will note the price of 80 cents per cubic yard for mineral aggregate. This price contemplates the placing of aggregate only, as the materials will be taken from State owned stockpiles, owing to the fact that the contractor's plant has been removed from the project.

Yours very truly

W. C. WILLIAMS
Division Engineer

WCW:MA
enc.

cc R. H. Baldock

FORM [illegible] 3-37

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

IN REPLY PLEASE
REFER TO FILE NO.

RECEIVED
JUN 2 1937
FOR FILING
118

June 1st, 1937

Mr. W. C. Williams
Division Engineer
State Highway Dept.
La Grande, Oregon

NOTED
State Highway Engineer

Dear Sir:

You are authorized to have the Newport Construction Co. place the second seal on the Emigrant Hill-Emigrant Springs Section. Please submit construction price agreements to cover.

However, it will be necessary for you to do the oiling on the Meacham-Emigrant Hill Section by State Forces.

Very truly yours,

R. H. BALDOCK
STATE HIGHWAY ENGINEER

By

H. G. Smith
Construction Engineer

HGS:AR

cc to: R. H. Baldock ✓

FORM [illegible] 1M 12-36

Commissioners
HENRY F. CABELL, Chairman, Portland
E. B. ALDRICH, Pendleton
F. L. TOU VELLE, Jacksonville

H. B. GLAISYER, Secretary

R. H. BALDOCK
State Highway Engineer
Salem

OREGON STATE HIGHWAY COMMISSION

Office of W. C. WILLIAMS, Division Engineer
LA GRANDE, OREGON

RECEIVED
JUN 2 1937
~~FOR FILING~~
118

RECEIVED
IN REPLY PLEASE REFER TO FILE NO. [illegible]37
OREGON
STATE HIGHWAY COMMISSION

May 28, 1937

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

NOTED
State Highway Engineer

Attention Mr. H. G. Smith, Construction Engineer

Dear Sir:

With further reference to sealing of Emigrant Hill-Emigrant Springs section of bituminous macadam, which was constructed last year by the Newport Construction Company, using a single seal type of seal. I also advised that the seven mile section eastward from Emigrant Springs should be sealed at the same time.

When we discussed this matter in Pendleton, it appeared advisable to do the work by State forces as it could be done cheaper than if done by the Newport Construction Company under their bid price.

Marshall Newport has advised me today that he would perform this oiling work at a lower price, or, in other words, at the estimated cost of performing the work by State forces, which estimate of cost is as follows: Cutback asphalt in place, $30 per ton. Placing mineral aggregate, 80¢ per cubic yard. Hauling mineral aggregate, 11¢ per yard mile. Preparation of subgrade, $25 per mile.

Based on the standard type of cutback seal and allowing for an average 2 mile haul on aggregate, the cost per mile would be $505. Mr. Newport advises that he will use a double seal on his present construction but that he will be put to some extra expense in holding his equipment to allow curing of the surface prior to placing of the second seal. If he were permitted to use this time in placing the seal on the sections heretofore constructed, this extra expense would be eliminated.

As it appears, there is a full season for the State oiling crews and the thought occurred to me that you might prefer to have this work done by the Newport Construction Company, as the cost is approximately the same as if performed by our own forces. Kindly advise me as soon as convenient in order that I may make necessary plans for the work.

Very truly yours

W. C. WILLIAMS
Division Engineer

WCW:MA
cc R. H. Baldock
J. N. Bishop

RECEIVED
MAR 10 1937
FOR FILING

118

March 10, 1937

Hansen & Rowland, Inc.
Washington Building
Tacoma, Washington

Attention: F. Tunnard

Gentlemen:

In response to your inquiry of March 4, you are advised that final payment has not been made to Newport Construction Company and Kern and Kibbe, in connection with contract No. 1769, Emigrant Hill-Emigrant Springs Section in Umatilla County.

The total amount paid to date is $117,735.43, and the retained percentage is $3,643.88.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

JM:CE

#1769

N & ROWLAND INC.
GENERAL AGENTS
COMA - SEATTLE - PORTLAND
ETY BONDS   GENERAL INSURANCE
ACOMA, WASHINGTON

H. T. HANSEN, PRES.
I. C. ROWLAND, SECY.

March 4, 1937

NED AS AGENT OR AGENTS SHALL BIND IN SUCH CAPACITY ONLY.
MUNICATIONS TO HANSEN & ROWLAND, INC., NOT TO INDIVIDUALS.

RECEIVED
MAR 1937
STATE HIGH COMMISSION

Oregon State Highway Commission
Salem, Oregon

RE: BOND NO. 45421 - NEWPORT CONSTRUCTION CO. and KERN & KIBBE to STATE OF OREGON - Emigrant Hill-Emigrant Springs Sec. Old Oregon Trail, Umatilla County, Oregon.

Gentlemen:

We would appreciate your advising us at this time whether or not final payment has been made to the above contractors on this contract and, if so, the total amount paid to the contractors.

Thanking you, we are

Very truly yours,

HANSEN & ROWLAND, INC.
General Agents
By F. Lunnard
Surety Bond Department

MF

Total - $121,379.31

15271-9, or: 13

#1769

HANSEN & ROWLAND INC.

GENERAL AGENTS
TACOMA - SEATTLE - PORTLAND
SURETY BONDS GENERAL INSURANCE
TACOMA, WASHINGTON

H. T. HANSEN, PRES.
I. C. ROWLAND, SECY.

March 4, 1937

THIS COMMUNICATION IF SIGNED AS AGENT OR AGENTS SHALL BIND IN SUCH CAPACITY ONLY.
PLEASE ADDRESS ALL COMMUNICATIONS TO HANSEN & ROWLAND, INC., NOT TO INDIVIDUALS.

RECEIVED
MAR 5 1937
STATE HIGHWAY COMMISSION

Oregon State Highway Commission
Salem, Oregon

RE: BOND NO. 45421 - NEWPORT CONSTRUCTION CO. and KERN & KIBBE to STATE OF OREGON - Emigrant Hill-Emigrant Springs Sec. Old Oregon Trail, Umatilla County, Oregon.

Gentlemen:

We would appreciate your advising us at this time whether or not final payment has been made to the above contractors on this contract and, if so, the total amount paid to the contractors.

Thanking you, we are

Very truly yours,

HANSEN & ROWLAND, INC.
General Agents
By F Leonard
Surety Bond Department

MF

Total - $121,379.31

15271-9 or: 13

#1769

RECEIVED
JAN 18 1937
FOR FILING
118

January 16, 1937

Maryland Casualty Company,
Hansen & Roland, Inc. Agents,
Washington Building,
Tacoma, Washington.

Gentlemen:

You are hereby notified that State Highway Contract No. 1769 for the construction of the Emigrant Hill-Emigrant Springs Section of the Old Oregon Trail in Umatilla County, has been completed by the Contractors, Newport Construction Co. and Kern & Kibbe, and that final settlement will be made by the State with said contractors for work done under said contract on or after January 26, 1937.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as you appear as surety on the bond furnished by the above contractors. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractors in connection with this contract will be $121,379.31, including the final payment.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary.

Dict. by J. McFarland.

Baldock

Jan. 11th, 1937

RECEIVED
JAN 14 1937
FOR FILING

118

NOTED

FINAL COST ANALYSIS

Old Oregon Trail Highway
Emigrant Hill-Emigrant Springs
Contract 1769, Prefix 30-1109

Newport, Kern & Kibbe, Contractors
Dean Swift, Resident Engineer

Item	Cost	Quantity	Unit Cost	Unit Bid	Gross Earned
Trench Excavation	4.70	4.7 Cu. Yds.	1.00	1.00	4.70
Common Excavation	1,485.62	7,074.4 Cu. Yds.	0.21	0.35	2,476.04
Solid Rock Excavation	4,315.48	9,818.6 Cu. Yds.	0.44	0.65	6,382.09
Overhaul	279.04	6,976 Yd. Sta.	0.04	0.02	139.52
Truck Haul	3,031.76	15,158.8 Yd. Mi.	0.20	0.18	2,728.58
Finish Roadbed & Slopes	772.81	6.95 Miles	111.00	88.00	611.60
Rounding Cutbanks	85.00	850 Lin. Ft.	0.10	0.08	68.00
12" Corr. Iron Pipe	64.75	36 Lin. Ft.	1.66	1.50	54.00
12" Concrete Pipe	159.72	132 Lin. Ft.	1.21	1.70	224.40
18" Concrete Pipe	86.40	36 Lin. Ft.	2.40	2.55	91.80
24" " "	105.60	33 Lin. Ft.	3.20	3.45	113.85
Coarse Mat'ls in Surf.	43,166.86	32,529 Cu. Yds.	1.33	1.29	41,962.41
Key " " "	12,825.71	9,665 Cu. Yds.	1.33	1.29	12,467.85
Screenings " "	10,056.22	7,578 Cu. Yds.	1.33	1.29	9,775.62
Sprinkling	1,508.26	828.8 M-Gals	1.82	2.00	1,657.60
Min. Agg. In Place	17,776.16	8,847 Cu. Yds.	2.01	1.94	17,163.18
Asphalt in Place	14,949.59	540.84 Tons	27.64	31.00	16,766.04
Cut Back Asphalt	2,476.92	87.268 Tons	28.38	30.00	2,618.04
Placing Rock Shoulders	786.76	2,933.5 Cu. Yds.	0.27	0.35	1,026.73
Hauling Shoulder Mat'ls	1,157.06	8,264.75 Yd. Mi.	0.14	0.16	1,322.36
3/4"-½" Rock in Stockpiles	1,607.47	1,397.8 Cu. Yds.	1.15	1.20	1,677.36
½"-¼" " " "	1,726.38	1,501.2 Cu. Yds.	1.15	1.20	1,801.44
Hauling Cr. Rock in Stp.	278.30	1,739.4 Yd. Mi.	0.16	0.14	243.52
	$ 118,706.57				$ 121,376.73

Net Revenue	$121,376.75
Total Cost	118,706.57
Net Profit	$2,670.16

Net Profit Equals 2.2% of Gross Earned

Contract 1769, Prefix 30-1109

Labor:

Supervision	$3,070.00	
Labor	35,649.53	
State Industrial Accident Insurance	1,907.49	
State Unemployment Insurance	387.20	
Supervision (Ross Newport, 5 mos. at $200)	1,000.00	$ 42,014.22

Materials:

12" Corr. Iron Pipe	36 lin. ft. at 1.09	42.51	
12" " " " Bands	9 each at 1.36	12.24	
12" Concrete Pipe	132 lin. ft. at 0.70	92.40	
18" " "	36 lin. ft. at 1.70	61.20	
24" " "	33 lin. ft. at 2.20	72.60	
Asphalt	540.84 tons at 22.20 F.O.B. Meacham	12,006.65	
Cutback Asphalt	87.268 Tons at 21.36 " " " "	1,864.04	14,151.64

Equipment Rental, Supplies and Miscellaneous:

Equipment Rental	30,916.00	
Gas, Oil & Grease	10,075.84	
Rented Trucks	432.00	
Move In Expense	3,304.26	
Explosives	2,958.14	
Small Tools, Repairs, Supplies & Misc. (50%)	5,245.97	
Drill Steel, Supplies & Misc. for Quarry	1,232.01	
Supplies & Misc. for Plant Erection	2,465.56	
Supplies & Misc. for Crushing Operations	2,978.07	
Freight	706.10	
P.U.C.	404.19	
General Expense	1,396.23	
W. Bond Charges for Sprinkling	1,243.20	
Bond 1%	1,221.46	
Home Office 2% of Gross Earned	2,427.53	
* Less 50% of Plant Erection, Quarry & Road Develpm't & Camp Erection	- 4,465.85	62,540.71
Total Cost		$ 118,706.51

* Charged to Middle Unit Section

Contract 1769, Prefix 30-1109

REMARKS:

This contract consisted of the regrading and surfacing of 6.95 miles of highway roadway and the construction of 6.95 miles of bituminous macadam wearing surface. The contract was awarded on Oct. 9, 1935, and work was started Oct. 21st, and continued until December 17th, when winter weather caused it to be shut down. The excavation, erection of crusher plant and the stripping of quarry were nearly completed in the Fall of 1935. On April 13, 1936, work was started again on developing quarry and the erection of plant. Crushing operations were started on May 5th, and the job was finally completed Sept. 30th, 1936.

The quarry required very little stripping. A couple of rows of vertical holes were drilled and shot to face the quarry, and then a coyote hole was put in and shot. Two coyotte holes were needed to furnish the required amount of material. The rock in this quarry was of very hard and abrasive character, but shot up fairly good. A 1½ cu. yd. shovel was used to load the material and two 8 cu. yd. trucks were used to haul to crusher plant. The contractor built an excellent graded road from the quarry to the crusher plant, using about 3000 cu. yd. of quarry run material for a base, and a little crushed material for topping.

The crusher plant was located adjacent to the highway at about the middle of the contract and nearly 1/3 of a mile from the quarry. The contractor erected a large well-built plant capable of a maximum capacity of from 90 to 100 cu. yds. per hour. It consisted of the following: 15" x 36" jaw crusher, 12" gyratory crusher, 36" Symons cone crusher, 150 H.P. Fairbanks-Morse semi-diesel engine, 4' x 12' and 4' x 10' Telesmith pulsating screens, 75 K.V.A. electric generator and 4 small electric motors, 300' of conveyor belt and a portable bunker and screening plant used for the oil rock. The plant operated a total of 907 hours to produce 61,518 cu. yds. of crushed rock, an average of 68 cu. yds. per hour. During the course of the job a thousand or two of coarse surfacing material was kept stockpiled so as not to disrupt the surfacing work in case of plant shut-down. The production of screenings proved to be a problem, especially during wet weather. During the latter part of the job a set of Pioneer rolls were installed, and this remedied the shortage of fines. An excessive amount of wear on the crusher plates was experienced during the early part of the job. This was partly remedied by selecting less abrasive rock for the second coyotte blast.

The surfacing was constructed in two courses, each course having a thickness of 4½ inches. The work was carried on in 3 strips of about ½ mile in length. The coarse material (4½" - 2") was placed with a Jaeger spreader box, the trucks backing up to the box and then a light cat hooked on and pulled both the box and truck ahead. The box did not work too well on super elevated curves, and on these sections the coarse was dumped directly by the truck and spread with power graders. The key and screenings were dumped from spreader box hooked on back of the truck. A total of 87.208 tons of cutback asphalt was used to bind the surfacing and spread at the rate of about 0.3 gallons to the square yard.

For the placing of the mineral aggregate a Jaeger bituminous spreader was tried, but broke down and then Jaeger spreader boxes were tried and proved successful. About 70 to 80 cu. yds. of mineral aggregate was spread per hour. The asphalt was shipped in to Meacham, where the boiler and retort were set, and the heated material hauled from there to the job, an average haul of about 6½ miles.

This job was bid too low. The contractor erected the crusher plant and developed the quarry with the intention of being in a favorable position to make a reasonable bid on the Middle Unit Section. Had he failed to get the contract, this job would have suffered about a $4,000 loss by having to absorb the total plant erection, quarry development and camp costs, and also the cost of dismantling plant and the cost of moving out. The street work on this job was not very well coordinated until near the end of the job, which increased street and hauling costs.

E. H. Clymer
Cost Analyst

By . . Henry Jullum

FORM S-A-1 5M 6-35

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

RECEIVED
OCT 30 1936
FOR FILING

IN REPLY PLEASE
REFER TO FILE NO.

118

October 27, 1936.

Mr. W. C. Williams,
Division Engineer,
La Grande, Ore.

Dear Sir:

The sub-contract entered into by the Newport Construction Company and, Kern & Kibbe and Kibbe and Kern and Pfaffle covering the haul of rock on the Middle Unit of the Emigrant Hill-Emigrant Springs Section, meets the approval of this office.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

Dictated by
Chas. E. Low
H.

CC to
R.H. Baldock ✓

NOTED
State Highway Engineer

FORM 5-H-1 1M 7-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

x

118

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

October 26, 1936

IN REPLY PLEASE
REFER TO FILE NO.

RECEIVED
FOR FILING

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Attention Mr. H. G. Smith
Construction Engineer

Dear Sir:

Enclosed herewith is copy of sub-contract entered into by the Newport Construction Company, Kern and Kibbe and Kern and Pfaffle covering the haul of rock on the Middle Unit of the Emigrant Hill-Emigrant Springs Section.

As this sub-contract is well within the specified limit of sub-contracting and work meets with the approval of the Resident Engineer, I recommend that the sub-contract be approved.

Very truly yours,

W. C. WILLIAMS
Division Engineer

WCW:MA
enc.

cc R. H. Baldock

NOT[illegible]
State Highway Engineer

FORM 9-H-1 1M 7-33
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

IN REPLY PLEASE
REFER TO FILE NO.

118

October 24, 1936.

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Attention Mr. H. G. Smith, Construction Engineer

Dear Sir:

All work on the East Unit of the Emigrant Hill-Emigrant Springs Section of the Old Oregon Trail in Umatilla County was satisfactorily completed by Newport Kern and Kibby on September 30th. The total cost of the project as indicated by the semi-final estimate was $125,227 as compared with the project authorization of $134,658. Of this amount, approximately $1000 was an underrun in contract items and the balance of the underrun was a saving in the contingency and engineering allocation.

Several items show a variance of more than 10% with the preliminary estimate. The reasons for such variances are as follows:

Trench Excavation: This item was over estimated in the location survey, as during actual construction operations, very little trench excavation was necessary for the pipe extensions, which was the only trench excavation required.

In the total amount of excavation, there is approximately a 12% overrun, but the solid rock excavation and the underrun in the amount is sufficient to offset the overrun in the total. The total cost of excavation was, therefore, under the preliminary estimate in a small amount.

Owing to the presence of solid rock in cutbanks, only a few such banks could be rounded and this accounts for the underrun in the item of Rounding Cutbanks.

There was an underrun of 12 inch and 18 inch size culvert pipe, such underrun being occasioned by what appears to be

NOTED
State Highway Engineer

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. G. Smith, Construction Engineer
Subject: Semi-final estimate, East Unit Emigrant Hill-Emigrant Springs Section, Old Oregon Trail, Umatilla County.

Page #2
10-24-36

overestimation in the preliminary quantities as the full amount estimated was not required to make the extensions necessary.

No surfacing materials were salvaged as at the few points where grade changes were made, the existing surfacing materials did not appear suitable for any use and were left in tact.

The overrun in screenings in surfacing was the result of covering the prime coat of cutback which was placed on the rock surfacing. This prime coat had not been anticipated in the preparation of the preliminary estimate.

The overrun of cutback asphalt also was occasioned by placing of the above mentioned prime coat.

The overrun in hauling of shoulder materials is the result of taking all materials from one stockpile and this caused an increase in the amount of the haul over the estimated amount.

The underrun in the hauling of crushed rock, pile measure, was due to most of the maintenance materials being stockpiled near the crusher site and were within a one mile haul limit.

Very truly yours,

W. C. WILLIAMS
Division Engineer

WCW:MA
cc R. H. Baldock

Form 338—5M—8-35

118

O ON STATE HIGHWAY COMMISSIO

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Oct.3,1936, 193

Section	Emigrant Hill - Emigrant Springs	*Kind of work*	Grad and Surf.
Highway	Old Oregon Trail	*Section prefix*	30-1109
Contractor	Newport, Kern and Kibbe	*Contract number*	1769
Date of contract	Oct.9,1935, 193	*Date of completion*	Sept.15,1936, 193
Date work started	Oct.25,1935, 193	*Estimated date of completion*	Sept.30.1936, 193
Amount of contract	$ 122,416.05	*Per cent of time elapsed*	100 %

Estimated cost of completed project, exclusive of engineering $ 122,416.05

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date, $ 3700, 3 %

Date project was completed , 193

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Work finished on this project Sept.30th.

Signed Dean Swift

Address Pendleton, Ore.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAI ENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....,

Compressors ...., Bull Dozers ...., Sheet-foot rollers ...., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

FORM 5-A-1 5M 6-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

X

118

August 31st, 1936

IN REPLY PLEASE
REFER TO FILE NO.

Mr. W. H. Lynch
District Engineer
Bureau of Public Roads
Portland, Oregon

Dear Sir:

The Newport Construction Co. and Kern & Kibbe have requested an extension of thirty days, from September 15th to October 15th, on their contract #1769, Emigrant Hill-Emigrant Springs Section of the Old Oregon Trail, F.A.P. 62-A and 118.

The contractors, because of unusually late spring and poor weather conditions, were unable to start the surfacing as early as usual in this section of the country. It was some thirty days after the grading was completed before surfacing operations could be started. They were also held up approximately ten days installing a roller in order to produce the necessary fine material.

As the traveling public has not been inconvenienced by this delay and engineering costs were not increased, it is recommended that the extension of time be granted without penalty. We would appreciate having your concurrence in this extension.

Very truly yours,

R. H. BALDOCK
STATE HIGHWAY ENGINEER

By

H. G. Smith
Construction Engineer

Dictated by
Chas. E. Low
R

cc to: R. H. Baldock

#1769

August 25, 1936

Newport Construction Company
& Kern & Kibbe,
Governor Building,
Portland, Oregon.

Gentlemen:

Your letter of August 22nd which was addressed to Mr. W. C. Williams, Division Engineer, requesting an extension of time of 30 days on your contract No. 1769 - Emigrant Hill-Emigrant Springs Section, has been referred to this office.

You are advised that before your application can be accepted and acted upon by the Highway Commission it will be necessary to have the written consent of your surety on the bond furnished in connection with the contract. Please secure the consent of surety and forward it to this office to accompany your application.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary.

Dict. by J. McFarland.

cc to W. C. Williams.

FORM 5-M-1 500 12-35

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

X

118

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

AUG 25 1936

August 24, 1936

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Attention Mr. H. B. Glaisyer, Secretary

Dear Sir:

I enclose herewith copy of a letter addressed to me by the Newport Construction Company requesting an extension of time of thirty days, or until September 30th, on their Emigrant Hill-Emigrant Springs contract number 1769.

They base their inability to complete on time on an unusually late spring and poor weather conditions later, which retarded rock production. This is true, as it was approximately 30 days later than the usual date before they were able to begin work in the spring on surfacing after having completed the grading and erection of the crushing plant during the winter months. Some little time was also lost by an oiling or prime-coating of the waterbound macadam as constructed.

Engineering costs have not been increased, as no engineering party was on the job while work was not in progress and I do not consider that the traveling public has been inconvenienced as a certain amount of time would necessarily elapse during the progress of the work, so that the period of construction was approximately the same, in that they were a month late in starting and a month late in finishing.

Under these circumstances, it is my recommendation that an extension of time of thirty days be granted the Newport Construction Company without penalty.

Very truly yours,

W. C. WILLIAMS
Division Engineer

WCW:MA
enc.
cc R. H. Baldock
H. G. Smith

118

COST ANALYSIS TO JULY 10, 1936

July 14, 1936

Old Oregon Trail Highway, Emigrant Hill-Emigrant Springs Section
Grading & Surfacing, Contract 1769, Prefix 30-1109

Newport, Kern & Kibbe, Contractors
Dean Swift, Resident Engineer

NOTED
State Highway Engineer

ITEM	Cost	Quantity	Unit Cost	Unit Bid	Gross Earned
Common Excavation	994.10	3,400 Cu. Yds.	0.29	0.35	$ 1,190.00
Solid Excavation	5,193.56	9,900 Cu. Yds.	0.52	0.65	6,435.00
Overhaul	360.00	9,000 Yd. Sta.	0.04	0.02	180.00
Truck Haul	2,115.88	10,800 Yd. Mi.	0.20	0.18	1,944.00
12" Corr. Iron Pipe	64.75	39 Lin. Ft.	1.66	1.50	58.50
12" Concrete Pipe	185.96	132 Lin. Ft.	1.41	1.70	224.40
18" Concrete Pipe	79.20	36 Lin. Ft.	2.20	2.55	91.80
24" Concrete Pipe	98.00	33 Lin. Ft.	2.96	3.45	113.85
Coarse Materials in Surf.	28,570.59	19,900 Cu. Yds.	1.44	1.29	25,671.00
Key Materials in Surf.	8,038.80	5,600 Cu. Yds.	1.44	1.29	7,224.00
Screenings in Surf.	6,316.20	4,400 Cu. Yds.	1.44	1.29	5,676.00
Sprinkling	454.22	404 M-Gal.	1.12	2.00	808.00
	$ 52,471.26				$ 49,616.55

Total Cost	$ 52,471.26
Gross Earned	49,616.55
Net Loss	$ 2,854.71

Net Loss Equals 6% of Gross Earned

Contract 1769, Prefix 30-1109

DETAILS OF COST

Labor:			
Supervision		1,509.60	
Labor		17,870.76	
State Industrial Accident Insurance		1,259.72	
Supervision (Ross Newport 3 mos. at $200.00)		600.00	
			$ 21,240.08
Materials:			
12" Corr. Iron Pipe	39 Lin. Ft. at 1.09	42.51	
12" Corr. Iron Pipe Bands	9 Each at 1.36	12.24	
12" Concrete Pipe	132 Lin. Ft. at 0.70	92.40	
18" Concrete Pipe	36 Lin. Ft. at 1.70	61.20	
24" Concrete Pipe	33 Lin. Ft. at 2.20	72.60	
			280.95
Equipment Rental, Supplies & Miscellaneous:			
Equipment Rental		17,326.85	
Gas, Oil & Grease		6,090.79	
Explosives		1,409.55	
Freight (80%)		1,423.79	
Small Tools & Misc. Supplies		1,496.26	
Cable		115.34	
Lumber & Hardware for Plant Erection (50%)		851.10	
P.U.C.		201.12	
Miscellaneous Expense		546.92	
Bond (1% Gross Earned)		496.17	
Home Office (2% Gross Earned)		992.34	
			30,950.23
TOTAL COST			$ 52,471.26

Contract 1769, Prefix 30-1109

REMARKS:

This contract consists of regrading and surfacing of 6.95 miles of highway roadway, and the construction of 6.95 miles of bituminous macadam wearing surface.

The contract was awarded on Oct. 9, 1935, and work was started Oct. 21st, and continued till Dec. 17th, when winter caused it to be shut down. The excavation was nearly completed (as was the erection of plant and stripping of quarry) in the fall of 1935. Up to July 10, 1936, 40% of the contract has been completed.

On April 13, 1936, work was resumed on developing quarry and the erection of the plant. The crushing plant was started May 5th. During the month of May, the operations were slow due to inexperienced help and a shortage of trucks. Up to July 10th, the crusher plant has operated a total of 587 hours to crush 34300 cu. yds. of rock, an average of about 60 cu. yds. per hr. To insure continuous road operation in case of crusher plant breakdown, about 1200 cu. yds. of crushed rock is kept stockpiled. Wet weather has held up the work somewhat, making it almost impossible to screen out any screenings. Approximately 3300 cu. yds. of oil rock has been crushed and stockpiled.

The quarry is located about $\frac{1}{4}$ mile from the crushing plant. The contractor constructed a good road to the crusher, using about 3000 cu. yds. of quarry-run material for a base and a little crushed material for topping. A doser was used to strip the quarry. A couple rows of vertical drilled holes were used to face it, and then a coyote hole was drilled and shot. At present the quarry is in nice shape. The rock is very hard but shoots fairly well. A $1\frac{1}{4}$ cu. yd. shovel is used to load the material, and two 8 cu. yd. trucks are used to haul to crusher.

The crushing plant consists of the following: 15" x 36" Jaw Crusher, 12" Gyratory Crusher, 3' Symons Cone Crusher, 150 H.P. Fairbanks-Morse semi-diesel engine, 4' x 12' and 4' x 10' Telesmith Pulsating screens, electric generator and 4 small electric motors, 300' of conveyor belt and a portable bunker and screening plant (used for oil rock).

This job was bid too low. The unit cost of the surfacing material should show a reduction at the completion of the job, as the work now is more coordinated and considerable less street work is needed.

E. H. Clymer
Cost Analyst
by Henry Jullum

FORM 6-A-1 10M 6-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

June 30, 1936

IN REPLY PLEASE
REFER TO FILE NO.

Const
Projects
Old Ore Trail
118

Mr. W. C. Williams,
Division Engineer,
La Grande, Ore.

Dear Sir:

The amount allocated by the 1937 budget, particularly on the Emigrant Hill-Emigrant Springs consist only of Federal funds. We expect to supply the deficiency in state funds and it is not desireable to attempt to construct any of the macadam with one course of rock only.

Please go ahead with the construction as originally contemplated and at least as far westerly as the Boiling Point. You may however, use the 5" bituminous macadam between Mile Post 243 and 246; if this proves out more economical in the water bound macadam.

Please make a comparative estimate before definitely adopting the 5" bituminous.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

HGS/H

CC to
R.H. Baldock ✓

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

Const
Projects
Old Ore Trail

June 20, 1936

IN REPLY PLEASE REFER TO FILE NO.

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

NOTED
State Highway Engineer

Attention Mr. H. G. Smith, Construction Engineer

Dear Sir:

Supplementing my letter to you of this date relative to surfacing the West Unit of the Emigrant Hill-Emigrant Springs section:

Would you consider use of a 5 inch bituminous macadam on the section around the loops, which is between mile points 243 and 246? This section, as I previously advised you, is fairly stable and the construction of the 5 inch bituminous macadam should render additional stability for all necessary purposes.

The reason for suggesting the heavy bituminous macadam on this section is that it will be extremely difficult to construct waterbound macadam around the heavy curves and carry traffic at the same time. A bituminous macadam consisting of two courses of 2½ inch rock would result in a thickness of approximately 5 inches in the completed job and would cost less than a waterbound macadam topped with a B-12 type bituminous macadam.

Very truly yours,

W. C. WILLIAMS
Division Engineer

WCW:MA

cc R. H. Baldock ✓

REFERRED TO
Mr. Smith
by State Highway Engineer

C.K.

Mr. Smith
By State Highway Engineer

See me about this.

Coast Projects Old Or Trail

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

STATE HIGHWAY COMMISSION
FICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

IN REPLY PLEASE
REFER TO FILE NO.

6/20/36

Engineer
Highway Commission

H. G. Smith, Construction Engineer

ruction of the West Unit of the Emigrant Springs section there has been allocated 0,000.00. This is not sufficient to con- it. My estimate of cost as submitted to you under date of May 18, 1935, gave the cost of this section as $170,500.00, of which $165,500.00 are Federal Aid funds and $5,000.00 State funds for maintenance materials. This would indicate that the $140,000.00 of Federal Aid money set up is $25,000.00 short of the amount required.

I have been making considerable study of this section and I have the following suggestions to make to you:

A considerable portion of this section is fairly stable at the present time, especially that portion below the Boiling Point. It is my belief that as heavy a stabilisation will not be required on this section as was used between Dead Man's Pass and the summit east of Meacham. Would suggest that we use on the more stable sections a surfacing to consist of one course of approximately 5 inches in thickness of 4 inch crushed rock and on the weaker sections and where the grade is revised we use two courses, same as on the Newport job now under way. If this were done, there would probably be 1.5 miles on which two courses would be used and on the balance of the project one course would be sufficient.

8-M-1 900 12-35
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

IN REPLY PLEASE
REFER TO FILE NO.

6/20/36

State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Attention Mr. H. G. Smith, Construction Engineer

Dear Sir:

For the construction of the West Unit of the Emigrant Hill-Emigrant Springs section there has been allocated the sum of $140,000.00. This is not sufficient to construct the unit. My estimate of cost as submitted to you under date of May 18, 1935, gave the cost of this section as $170,500.00, of which $165,500.00 are Federal Aid funds and $5,000.00 State funds for maintenance materials. This would indicate that the $140,000.00 of Federal Aid money set up is $25,000.00 short of the amount required.

I have been making considerable study of this section and I have the following suggestions to make to you:

A considerable portion of this section is fairly stable at the present time, especially that portion below the Boiling Point. It is my belief that as heavy a stabilization will not be required on this section as was used between Dead Man's Pass and the summit east of Meacham. Would suggest that we use on the more stable sections a surfacing to consist of one course of approximately 5 inches in thickness of 4 inch crushed rock and on the weaker sections and where the grade is revised we use two courses, same as on the Newport job now under way. If this were done, there would probably be 1.5 miles on which two courses would be used and on the balance of the project one course would be sufficient.

ORM 8-M-1 500 12-35

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

IN REPLY PLEASE
REFER TO FILE NO.

[illegible] 1936

Mr. H. G. Smith, Construction Engineer
Subject: West Unit, Emigrant Hill-
Emigrant Springs section,
Old Oregon Trail. Suggestions
re roadbed stabilization and surfacing

Page 2
6-20-36

Also, I wish to point out to you the difficulty of securing a smooth surface with the 4 inch rock only. When small depressions occur in the surfacing, it is almost impossible to take out such by use of 4 inch rock. Why could we not try laying a section using necessary amount of 4 inch to 2 inch rock, properly keyed, and cover this with a 1½ inch wearing surface of 3/4 inch to ½ inch rock. This 3/4 inch to ½ inch course need not be fillered, but can be set up with rock screenings, the same as was done on the Long Creek- Forest Boundary section. In my estimation, this would give us a stabilized rock road without any filler, more smoothness and uniformity could be obtained and would cost no more than under the present plan. Furthermore, this would eliminate the necessity of priming the surfacing after completing, as the wearing surface of fine rock could be maintained by blading until such time as bituminous macadam could be place.

Please give me your ideas along this line, as I am now ready to submit to you specifications for calling for bids on this section.

Very truly yours

W. C. WILLIAMS
Division Engineer

WCW:MA

cc R. H. Baldock

118

November 13, 1935.

Newport Construction Co. &
Kern & Kibbe
219 Governor Building
Portland, Oregon

Gentlemen:

By express we are forwarding to you a fully executed copy of contract No. 1769 awarded to you on October 9, 1935, for the grading and surfacing of the Emigrant Hill-Emigrant Springs Section of the Old Oregon Trail in Umatilla County.

This copy is for your records and files.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

JM:CE

118

October 29, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement for the East Unit, Emigrant Hill Section, Federal Aid Project No. 118.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department Federal Aid Project No. 118

EAST UNIT OF THE EMIGRANT HILL SECTION OF THE OLD OREGON TRAIL IN UMATILLA COUNTY

(Estimate as basis for modified agreement. Based on low bid prices.)

Salem, Oregon, October 28, 1935

COMPLETED FEDERAL AID WORK

Total Cost	$ 193,983.19
Federal Aid Paid	$ 147,644.34
Length of section on which no additional work is to be done	11.778 miles
Original Length of Reopened Section	1.165 miles
Revised Length of Reopened Section	1.137 miles
Total Revised Length of Project	12.915 miles

NEW WORK

Regrading and Bituminous Macadam
(Sta. 1042+85 to 1102+87.2)

20	cu. yds.	Trench Excavation	$ 1.00	$ 20.00
700	cu. yds.	Common Excavation	0.35	245.00
7,000	cu. yds.	Solid Rock Excavation	0.65	4,550.00
3,600	yd. sta.	Overhaul	0.02	72.00
500	yd. mi.	Truck Haul	0.18	90.00
1.14	miles	Finishing Roadbed and Slopes	88.00	100.32
1,800	lin. ft.	Rounding Cutbanks	0.08	144.00
40	lin. ft.	12" Corr. Iron Pipe	1.50	60.00
4	lin. ft.	18" Corr. Iron Pipe	2.80	11.20
6,000	cu. yds.	Coarse Materials in Surfacing	1.29	7,740.00
1,600	cu. yds.	Key Materials in Surfacing	1.29	2,064.00
1,000	cu. yds.	Screenings in Surfacing	1.29	1,290.00
200	M-Gal.	Sprinkling	2.00	400.00
1,600	cu. yds.	Mineral Aggregate in Place	1.94	3,104.00
94	tons	Asphalt in Place	31.00	2,914.00
12	tons	Emulsified or Cutback Asphalt in Seal Coat	30.00	360.00
550	cu. yds.	Placing Rock Shoulders	0.35	192.50
1,800	yd. mi.	Hauling Shoulder Materials	0.16	288.00
			Subtotal	$ 23,645.02
			10% Engr. & Cont.	2,364.50
			Total	$ 26,009.52

Length	1.137 miles
Cost per mile	$ 22,875.56

Federal Aid Funds Requested- $ 15,865.80 (61%)
State Funds Available- 10,143.72

$ 26,009.52

NON-PARTICIPATING ITEMS

Stockpiled Materials for Shoulder Rock (Furnished Under State Contract No. 1001

550	cu. yds.	1¼" - ¼" Materials in Stockpile	$ 1.22	$ 671.00

State Funds for Constr: Chap. 175, laws 1917; Chap. 31, laws 1920
State Funds for Maint: Chap. 41, laws 1927

October 14, 1935

Newport Construction Co.
219 Governor Building
Portland, Oregon

Kern & Kibbe
42 S. E. Salmon St.
Portland, Oregon

Gentlemen:

It appears that your respective firms were low bidders on the Emigrant Hill-Emigrant Springs job, your bid being, as it appears, a joint bid.

The Commission has been heretofore advised by its attorney that two corporations cannot become partners. The Supreme Court has so held. Our attorney advises us, however, that the Court has permitted two corporations to enter into a joint undertaking or joint venture with respect to one proposed transaction.

Before submitting your bid if it was your purpose to bid jointly you should have submitted to the Commission a copy of your joint agreement, undertaking or venture. Our records show that the proposal form was sent to the Newport Construction Company. No proposal form was requested for a joint bid, and, therefore, until the bid came in and was examined in the Salem office it was not known that you had not complied with the law with respect to corporations forming a copartnership.

The Commission at its recent meeting awarded the contract to the above named firms on their joint bid submitted. The Commission at that time, however, was not advised with respect to this irregularity. Since the award has been made the Commission's attorney has advised that the contract may be prepared and executed by the parties; provided the Commission is furnished at once with a copy of your joint venture or agreement. This action, however, on the part of the Commission is on the assumption that no other bidder will raise a question about the regularity of your bid.

Your joint agreement or joint venture agreement must direct itself to this particular project. The Commission cannot recognize

Newport Construction Co. &
Kern & Kibbe - 2 October 14, 1935

a general joint agreement that would permit you to bid on any job that might come up. It must be an agreement prepared specifically for one enterprise.

Yours very truly,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

JMD:FW

OCTOBER 11, 1935

Newport Construction Company, and
Karm & Kibbe,
219 Governor Building,
Portland, Oregon.

Gentlemen:

This letter is to inform you that the State Highway Commission approved and accepted the bid submitted by you on October 9 for regrading, surfacing, etc., on the Emigrant Hill-Emigrant Springs Section of the Old Oregon Trail, your bid in the amount of $122,416.05 being the low bid submitted for that work.

This letter is your authority and our request to commence operations immediately. Contract forms will be sent to you shortly for execution.

You are also requested to immediately notify the U. S. Reemployment Service of the approximate time work will begin and the number and classification of laborers needed for such work.

Yours very truly,

STATE HIGHWAY COMMISSION

By

Secretary

HBG:D

October 9, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence in award of contract, as of this date, for Oregon Federal Aid Projects Nos. 66-A and 118, the Emigrant Hill-Emigrant Springs section of the Old Oregon Trail, to the Newport Construction Co. & Kern & Kibbe, Portland, Oregon, who submitted the low bid.

Very truly yours,

W. H. LYNCH
District Engineer

By

F. E. Andrews
Sr. Highway Engineer

118

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

RECEIVED
SEP 23 1935
OREG

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREGON

September 21, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Revised P.S.& E. documents for Oregon Federal Aid Project No. 118, the east unit of the Emigrant Hill section of the Old Oregon Trail, have today been recommended for approval, subject to final review and approval by the Chief Engineer. This is your authority for advertising.

Prompt submission of the bid tabulation and agreement estimate will be appreciated.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

118

September 20, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of revised estimate to accompany plans and specifications for the Emigrant Hill Section, Project No. 118 (Reopened).

Five blueprint copies of the typical cross-section sheet are being sent under separate cover.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ER

Encl.

Oregon State Highway Department Federal Aid Project No. 118

EAST UNIT OF THE EMIGRANT HILL SECTION OF THE OLD OREGON TRAIL IN UMATILLA COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, September 17, 1935

COMPLETED FEDERAL AID WORK

Total Cost	$ 193,983.19
Federal Aid Paid	$ 147,644.34
Length of section on which no additional work is to be done	11.778 miles
Original Length of Reopened Section	1.165 "
Revised Length of Reopened Section	1.137 "
Total Revised Length of Project	12.915 "

NEW WORK

Regrading and Bituminous Macadam
(Sta. 1042+85 to 1102+97.2)

20	cu. yds.	Trench Excavation	$ 1.00	$ 20.00
700	cu. yds.	Common Excavation	0.25	175.00
7,000	cu. yds.	Solid Rock Excavation	1.00	7,000.00
3,600	yd. sta.	Overhaul	0.02	72.00
500	yd. mi.	Truck Haul	0.20	100.00
1.14	mile	Finishing Roadbed and Slopes	200.00	228.00
1,800	lin. ft.	Rounding Cutbanks	0.10	180.00
40	lin. ft.	12" Corr. Iron Pipe	1.20	48.00
4	lin. ft.	18" Corr. Iron Pipe	2.50	10.00
6,000	cu. yds.	Coarse Materials in Surfacing	1.35	8,100.00
1,600	cu. yds.	Key Materials in Surfacing	1.35	2,160.00
1,000	cu. yds.	Screenings in Surfacing	1.35	1,350.00
200	M-Gals.	Sprinkling	2.50	500.00
1,600	cu. yds.	Mineral Aggregate in Place	2.35	3,760.00
94	tons	Asphalt in Place	30.00	2,820.00
12	tons	Emulsified or Cutback Asphalt in Seal Coat	30.00	360.00
550	cu. yds.	Placing Rock Shoulders	0.60	330.00
1,800	yd. mi.	Hauling Shoulder Rock	0.12	216.00
			Subtotal	$ 27,429.00
			10% Engr. & Cont.	2,742.90
			Total	$ 30,171.90

Length	1.137 miles
Cost per mile	$ 26,536.41

Federal Aid Funds Requested......................................	$ 18,404.85 (61%)
State Funds Available......................................	11,767.05
	$ 30,171.90

NON-PARTICIPATING ITEMS

Stockpiled Materials for Shoulder Rock (Furnished Under State Contract No. 1001)

550 cu. yds.	1½" - ¾" Materials in Stockpile	$ 1.22	$ 671.00

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREGON

IN YOUR REPLY PLEASE
REFER TO FILE NO.

August 21, 1935

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

The plans, specifications and estimate for reopening Oregon Federal Aid Project No. 118, the East Unit of the Emigrant Hill Section of the Old Oregon Trail, have today been recommended for approval. This is your authority for advertising.

Prompt submission of the agreement estimate and bid tabulation will be appreciated.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

By
L. J. Caufield
Highway Engineer

114

August 14, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate to accompany plans and specifications for the East Unit, Emigrant Hill Section, Project No. FAP 118.

One advance copy of the bid proposal and five blueprint sets of plans are being sent under separate cover. The bid proposal is incomplete, inasmuch that it does not contain the labor provisions which have not been approved.

For the reason that there are available in the vicinity of this project and, likewise, Project No. 62-A, sufficient stockpiled materials which are satisfactory for use in construction of the rock shoulders, which materials were manufactured in 1928 under State Contract No. 1001, it appears economical to utilize these materials in the work. Accordingly, it is our request that we be permitted to do so.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/MR

Encl.

⑦

Oregon State Highway Department Federal Aid Project No. 118

EAST UNIT OF THE EMIGRANT HILL SECTION
OF THE OLD OREGON TRAIL IN UMATILLA COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, ~~August~~ Sept 14, 1935

COMPLETED FEDERAL AID WORK

Total Cost	$ 193,983.19
Federal Aid Paid	147,644.34
Length of section on which no additional work is to be done	11.778 miles
Original Length of Reopened Section	1.165 "
Revised Length of Reopened Section	1.137 "
Total Revised Length of Project	12.915 "

NEW WORK

Regrading and Bituminous Macadam
(Sta. 1042+85 to 1102+97.2)

20	cu. yds.	Trench Excavation	$ 1.00	$ 20.00	
700	" "	Common Excavation	0.25	175.00	
7,000	" "	Solid Rock Excavation	1.00	7,000.00	
3,600	yd. sta.	Overhaul	0.02	72.00	
500	yd. mi.	Truck Haul	0.20	100.00	
1.14	mile	Finishing Roadbed and Slopes	200.00	228.00	
1,800	lin. ft.	Rounding Cutbanks	0.10	180.00	
40	" "	12" Corr. Iron Pipe	1.20	48.00	
4	" "	18" Corr. Iron Pipe	2.50	10.00	
6,000	cu. yds.	Coarse Materials in Surfacing	~~1.70~~ 135	~~10,200.00~~	8,100.00
1,600	" "	Key Materials in Surfacing	~~1.70~~ 135	~~2,720.00~~	2,160.00
1,000	" "	Screenings in Surfacing	~~1.70~~ 135	~~1,700.00~~	1,350 00
200	M-Gals.	Sprinkling	2.50	500.00	
1,600	cu. yds.	Mineral Aggregate in Place	~~2.70~~ 235	~~4,320.00~~	3,760.00
94	tons	Asphalt in Place	30.00	2,820.00	
12	"	Emulsified or Cutback Asphalt in Seal Coat	30.00	360.00	
550	cu. yds.	Placing Rock Shoulders	0.60	330.00	
1,800	yd. mi.	Hauling Shoulder Rock	0.12	216.00	
		Subtotal		$ ~~30,999.00~~	* 27,429.00
		10% Engr. & Cont.		~~3,099.90~~	2,742.90
		Total		$ ~~34,098.90~~	* 30,171.90

Length 1.137 miles

Cost per mile $ ~~32,892.61~~ 26,536.41

Federal Aid Funds Requested.................................... $ ~~22,813.32~~ 18,404.85 (61%)

State Funds Available.. ~~14,585.58~~ 11,767.05

$ ~~37,398.90~~ 30,171.90

NON-PARTICIPATING ITEMS

Stockpiled Materials for Shoulder Rock (Furnished under State Contract No. 1001)

550 cu. yds. 1½" - ¾" Materials in Stockpile $ 1.22 $ 671.00

CONTRACT#1770,

120-1912 Moving Spencer Buildings 1935

1770

#1770

x

RECEIVED
NOV 13 1936
FOR FILING

120-1912

November 13, 1936

National Surety Corporation,
H. W. Whyte, Agent,
Corbett Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 1770 for moving the Spencer Buildings on the Junction City-Eugene Secondary Highway in Lane County, has been completed by the contractor, A. C. Baumback, and that final settlement will be made by the State with said contractor for work done under said contract on or after November 23, 1936.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractor in connection with this contract will be $1,952.25, including the final payment.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary.

Dict. by J. McFarland.

REC[illegible]
F[illegible]

120-1712

Eugene, Oregon
November 3, 1936

To the Oregon State Highway Commission,
and A. C. Baumback, Contractor:

This is to certify that I have this day examined the buildings and appurtenances upon the property owned by me on the Junction City-Eugene Secondary Highway, which buildings and appurtenances have been recently moved by said contractor under contract with the State, and I hereby certify that said buildings and appurtenances have been moved in accordance with said contract and placed in as good condition as before they were moved, and that I am entirely satisfied with the work in every particular and hereby release the above named parties from any further liability or responsibility on account of such work.

(sgd) A. C. Spencer
Property Owner

Signed in the presence of: (sgd) E. E. Umphlette
Resident Engineer

FORM S-A-1 5M 7-36
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

OCT 2? 1936

120-1912

Oct. 28th, 1936

IN REPLY PLEASE REFER TO FILE NO.

RECEIVED
OCT 30 1936
FOR FILING

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTN: S. H. PROBERT

Dear Sir:

On Sept. 17th, you asked us to again write to Mr. A. C. Baumback, contractor on the Moving Spencer Buildings contract No. 1770. We wrote him Sept. 18th, and a copy of the letter was sent to you. Have you heard from him?

We do not seem to be able to get a reply to our request that he return the Price Agreement referred to in our previous correspondence. Perhaps if you write to him you may be able to get some action.

Very truly yours,

K. D. LYTLE
Division Engineer

By
C. D. Cannon
Office Engineer

cc. R. H. Baldock
cc. E. E. Umphlette

CDC:AF

State Highway Engineer

120-1712

June 23, 1936

A. C. Baumback
Rte. 1
Sandy, Oregon

Dear Sir:

Your request for an extension of time on Contract No. 1770 was considered by the State Highway Commission at its meeting held on January 9, 1936, and the following action was taken:

> " A. C. Baumback, Contract No. 1770, for moving buildings from the right of way of the Junction City-Eugene Secondary Highway in Lane County, requested an extension of time of 39 days in which to complete this work, giving as his reason for such request that weather conditions interfered with his operations and he was further delayed because of a number of changes in the plans for this project. The Engineer advised that the contractor's delay in completing this project within the specified time limit has not inconvenienced the traveling public in any way, neither has it increased the state's expense for engineering supervision, inasmuch as the Resident Engineer had other work in that vicinity and gave only a nominal portion of his time to the supervision of the house-moving operations. He recommended that the extension requested be granted without penalty. The Commission approved the Engineer's recommendation by unanimous vote.

Very truly yours,

Secretary

DP

FORM S-A-1 6M 1-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

RECEIVED
MAR 31 1936
STATE HIGHWAY COMMISSION

IN REPLY PLEASE REFER TO FILE No.

120-1112

March 30, 1936

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTN: S. H. PROBERT

Dear Sir:

Your letter of March 23, at hand concerning extra work claimed by A. C. Baumback under contract 1770.

Mr. Johnston wrote to Mr. Baumback about Feb. 25th, asking him to submit reasons for extra work and payrolls to substantiate. He has heard nothing from Baumback and Right of Way Agent Parker reports that Mr. Baumback told him he did not know how to fix up the extra work bills.

I discussed with Mr. Johnston, Umphlette and Mr. Parker in Eugene after receiving your letter and Mr. Umphlette has written to Mr. Baumback a letter, copy of which is attached hereto. I trust Mr. Baumback will sign Price Agreement for $27.00 as fair settlement and if not, hope that he will come to Eugene soon for a conference or write setting forth his claims.

Very truly yours,

cc. R. H. Baldock

EAC:AF

E. A. COLLIER
Division Engineer

#1770

120-1912

March 28, 1936

National Surety Corporation,
R. W. Whyte, Agent,
Corbett Building,
Portland, Oregon.

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to A. C. Baumback in connection with Contract No. 1770 - for moving the Spencer Buildings on the Junction City-Eugene Secondary Highway in Lane County. This payment will be made on or after April 7, 1936.

Kindly acknowledge receipt of this letter.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

Dict. by J. McFarland.

#1770

FORM 2-A-1 10M 11-35
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

C/R 10
23-1202

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

120-191

OREGON STATE HIGHWAY COMMISSION

SALEM

March 9, 1936

IN REPLY PLEASE REFER TO FILE NO.

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Office

Dear Sir:

All work has been completed on the state highway contracts listed below, the date of completion in each case being as indicated.

Contract No. 1770 with A. C. Baumback, for moving the Spencer Buildings on the Junction City-Eugene Secondary Highway in Lane County, was completed December 24, 1935. This work overran the specified completion date 39 days. An extension of time covering this overrun has been granted by the Commission. On February 11, 1936, the contractor secured a release from the owner, A. C. Spencer. For this reason our office record will show the completion date to be February 11, 1936.

Contract No. 1792 with Quinn-Robbins Company, Inc., for the production of crushed rock on the Cairo-Adrian Section on the Old Oregon Trail Highway and the Jordan Valley Secondary Highway in Malheur County, was completed February 11, 1936.

Acceptance of these contracts by the State Highway Commission is hereby recommended.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By S. H. Probert

S. H. Probert
Office Engineer

Dict. by R. Reisner/ME

APPROVED BY HIGHWAY COMMISSION
DATE March 21st, 1936
H B Glaisyer
Secretary

FORM 8-A-1 5M 11-35
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

OREGON STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

120-1912

Feb. 15, 1936

IN REPLY PLEASE REFER TO FILE NO.

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTN: S. H. PROBERT

Dear Sir:

Herewith Semi Final Estimate for moving Spencer buildings, contract 1770.

The contract provides that the contractor shall secure a full release from Mr. Spencer and Mr. Probert advises such release has been received at the Salem office.

Resident Engineer Johnston writes that contractor Baumback says he intends to submit a Force Account Bill on this job, but does not advise me what items will be covered by this force account. Johnston has asked Baumback to submit his bill at his earliest convenience.

Very truly yours,

E. A. COLLIER
Division Engineer

cc. R. H. Baldock
cc. J. W. DeSouza

EAC:AF

Form 333—5M—2-35

ON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending February 15, 1936

Section Junction City - Eugene

Kind of work Moving Spencer Buildings

Highway Junction City - Eugene Secondary

Section prefix 120-1912

Contractor A. C. Baumback

Contract number 1770

Date of contract October 9, 1935

Date of completion November 15, 1935

Date work started October 18, 1935

Estimated date of completion , 193

Amount of contract $ 1,952.25

Per cent of time elapsed %

Estimated cost of completed project, exclusive of engineering $ 1,952.25

Per cent of contract completed, based on total contract price 95 %

Engineering cost to date, $ 127.64 ~~1,952.25~~, 6.6 %

Date project was completed , 193

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

No work performed by contractor this week. Contract completed ~~with exception of landscaping.~~ Semi-final estimate submitted Feb. 15, 1936

Signed E. E. Johnston Res. Eng.

Address Box 204, Eugene, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders .... Rollers ...., Mixers ...., Crushing or screening plants ....,

Compressors ...., Bull Dozers ...., Sheet-foot rollers ...., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

CDC:AWF

FORM 9-A-1 6M 9-35

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

120-1912

Dec. 21, 1935

IN REPLY PLEASE REFER TO FILE NO.

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTN: H. B. GLAISYER

Dear Sir:

Please refer to your letter of Dec. 19th, in regard to extension of time for Mr. A. C. Baumback, contractor on the moving of Spencer Buildings, Junction City-Eugene Secondary Highway, contract 1770.

Mr. Baumback has requested that extension be granted up to Dec. 24th, 1935. We would like to recommend that the extension be granted without penalty. There has been no inconvenience to traffic and engineering costs have not been increased due to the contractor not having finished by the specified time as the resident engineer has had other work in this vicinity.

The contractor will be through with all of his work by Dec. 24th, with the exception of preparing and sowing the lawn as specified under item number 15 in the contract. This the contractor states can not be done until next Fall. The contractor may be able to make some kind of an agreement with the owner for the completion of the work next Fall. If such an agreement can be made ~~by~~ between the contractor and owner, we presume that the owner would not hesitate to sign the release called for under item 20 of the contract.

Will you write the contractor regarding same? Inasmuch as Mr. Collier and Mr. Unphlette are both in the hospital, may we suggest that Mr. Smith inspect the work done by the contractor or delegate someone else to do so.

Very truly yours,

E. A. COLLIER
Division Engineer

By CDC
C. D. Cannon
Office Engineer

cc. R. H. Baldock
H. G. Smith
E. E. Unphlette

CDC:AWF

120-1912

December 19, 1935.

Mr. E. A. Collier
Division Engineer
Roseburg, Oregon

Attention: Mr. C. D. Cannon

Dear Sir:

Reference is made to the attached copy of letter of A. C. Baumback, requesting an extension of time to December 24.

The surety company for Mr. Baumback have consented to this extension. Please advise of your recommendation.

Very truly yours,

By
Secretary

JM:CE
Encl.

FORM 8-A-1 5M 6-35
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

#1770

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

120-1912

Dec. 15, 1935

IN REPLY PLEASE
REFER TO FILE NO.

Mr. A. C. Baumback
Sandy, Oregon.

Dear Sir:

The specified date for completion of your contract No. 1770 for moving the Spencer Buildings was November 15th, 1935.

Shortly prior to that date you made oral application to Mr. Umphlette for extension of time and about Nov. 18th, he advised you to submit your written application for extension of time giving reasons and having attached thereto the consent of your surety to this extension. This application was to be sent to this office. Also on Nov. 29th, Mr. Umphlette handed to your foreman a copy of my letter of Nov. 15th, regarding extension. So far we have not heard from you. Perhaps you have been delayed getting consent of your surety.

I am sending in your estimate for work done to Dec. 15th, but the Commission cannot pay any estimate until they have received your application for extension of time and received the consent of your surety to this extension.

I would appreciate your prompt attention to this matter.

Very truly yours,

E. A. COLLIER
Division Engineer

cc. H. G. Smith
S. H. Probert
H. B. Glaisyer
E. E. Umphlette

EAC:AWF

File

REFERRED TO
Mr. [illegible]
BY SECRETARY

[illegible] H.B.G.

120-1912

November 21, 1935.

Mr. A. C. Baumback
Route 1
Sandy, Oregon

Dear Sir:

I am handing you herewith one fully executed copy of contract No. 1770, which was awarded to you on October 9, which covers the moving of the Spencer Buildings on the Junction City-Eugene Secondary Highway in Lane County.

This copy is for your records and files.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

Encl.
JM:CK

120-1912

October 21, 1935

Mr. A. C. Baumback
Rt. 1,
Sandy, Oregon

Dear Sir:

We are enclosing four copies of State Highway Contract No. 1770 which was awarded to you on October 9, 1935, for the moving of the Spencer buildings on the Junction City-Eugene Secondary Highway in Lane County.

Please have all four copies of this contract properly executed as to agreement and bond and return them to this office for the approval of the State Highway Commission. When this is secured a fully executed copy will be sent to you for your files. A copy will also be furnished the surety on your bond.

Yours very truly,

MC

Secretary

encl.

126-1912

October 11, 1936.

Mr. W. B. Gilham, Redident Manager
NATIONAL SURETY CORPORATION
525 Corbett Building
Portland, Oregon

Dear Mr. Gilham:

Replying to your letter of the 10th inst., regarding the action taken by the Commission in connection with the proposed moving of the Scenear buildings on the Junction City-Eugene Secondary Highway in Lane County, I wish to state that the Commission received two bids for this project: one from Mr. A. C. Baumback, at $1,952.25; and the other from Lebeck & Son, for $2,148.00.

The Commission accepted the bid of Mr. Baumback and he is being so advised today.

Very truly yours,

Secretary

HBG:MBL

NATIONAL SURETY CORPORATION
NEW YORK, N.Y.
VINCENT CULLEN
PRESIDENT

PORTLAND BRANCH OFFICE
W. B. GILHAM — ROBERT WHYTE
RESIDENT MANAGERS
523 CORBETT BLDG.
PORTLAND, OREGON
PHONE AT. 2191

OCT 1 1935

NEW ADDRESS
[illegible]

October 10th, 1935.

Mr. H. B. Glaisyer - Secretary,
Oregon State Highway Commission,
Salem, Oregon.

Dear Mr. Glaisyer:

It will be appreciated if you will kindly advise what action, if any, was taken in connection with the proposed work to move the Spencer buildings on the Junction City-Eugene Secondary Highway, in Lane County. We understood the proposition was to receive consideration on October 9th.

Your usual courteous attention will be appreciated.

Yours very truly,

W. B. Gilham,

WBG:VR

RESIDENT MANAGER

OCTOBER 11, 1935

Mr. A. C. Baumbock,
Route 1,
Sandy, Oregon.

Dear Sir:

This letter is to inform you that the State Highway Commission approved and accepted the bid submitted by you on October 9 to move the Spencer Buildings on the Junction City-Eugene Secondary Highway, Lane County, your bid in the amount of $1,952.25 being the low bid submitted for that work.

This letter is your authority and our request to commence moving the buildings immediately. Contract forms will be sent to you shortly for execution.

Yours very truly,

STATE HIGHWAY COMMISSION

BY
SECRETARY

HEG:D

CONTRACT # 1771,

FA 120-E Gardiner-Smith River Sec., 1935
Oregon Coast Hwy.
#1771

FORM 1-A-1 8M 3-37

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. W. ALDRICH, PENDLETON
F. W. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

OREGON STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

IN REPLY PLEASE
REFER TO FILE NO.

RECEIVED
OCT 15 1937
FOR FILING

SP 140-8

1771

Oct. 13th, 1937

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTN: C. S. PAXSON

Dear Sir:

I received the Order For State Force Work in the amount of $350.00 covering the installation of a 24-inch tide gate box, which is to be installed on the property of the Winchester Bay Lumber Company.

According to your statement this company was to pay one-half of the cost of this work and I am wondering if you will attend to the collection of this sum or whether you will expect us to do the collecting. Generally in matters of this sort we have been asked to collect in advance for work done for any individual or municipality. Will you please advise in regard to this matter?

Very truly yours,

K. D. LYTLE
Division Engineer

cc. R. H. Baldock ✓

KDL:AF

B-E-1 4M 2-37

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. [illegible], SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

G. S. PAXSON
BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

RECEIVED
OCT 8 1937
FOR FILING
140-E

October 7, 1937

Mr. E. D. Lytle
Division Engineer
State Highway Department
Roseburg, Oregon

Dear Sir:

Herewith Order for State Force Work in the amount of $330, covering the installation of a twenty-four inch tide box as a part of the right of way consideration for the Umpqua River Bridge with the Winchester Bay Lumber Company. This is in accordance with the Stipulation dated February 27, 1937, under which the right of way was acquired. Section IV of this Stipulation provides as follows:

> "The defendant Winchester Bay Lumber Co. constructed and for some time has been maintaining a tide box, which tide box has been affected by reason of the construction of the highway through the property of said defendant, necessitating the reconstruction of said tide box at another location. In this connection the State shall reconstruct said tide box outside of the right of way and on property to be provided by the Winchester Bay Lumber Co., the estimated cost of which said tide box constructed of twenty-four inch corrugated iron pipe asphalt coated, and having a length of forty-eight feet, is $330.00, made up of the following items:

Excavation - 185 cu. yds. at $1.00 per cu. yd.	$185.00
48 feet of pipe at $2.12 F.O.B. Reedsport	102.00
2 Bands at $2.50 F.O.B. Reedsport	5.00
24" diam. automatic tide gate F.O.B. Reedsport	22.00
Installing pipe and gate	16.00
	$330.00

> "The State, or plaintiff, shall in the first instance pay the cost of reconstructing and relocating said tide box, and the defendant Winchester Bay Lumber Co. shall reimburse the State for one-half of such cost or the sum of $165, and shall thereafter assume the maintenance and upkeep of the same."

NOTED
State Highway Engineer

Very truly yours,

G. S. Paxson
Bridge Engineer

GSP DK
cc J. M. Devers
J. H. Bishop
R. H. Baldock

FORM 5-E-1 4M 2-37

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

G. S. PAXSON
BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

RECEIVED
OCT 7 1937
FOR FILING
140-E

September 27, 1937

Mr. J. M. Devers
Attorney
Office

NOTED
State Highway Engineer

Dear Sir:

Herewith Order For State Force Work covering installation of a tide box on the property of the Winchester Bay Lumber Company at Reedsport. This is in accordance with the stipulation under which the right of way was acquired dated February 27, 1937.

Will you please approve and send to Mr. Baldock for his approval.

Very truly yours,

G. S. Paxson
Bridge Engineer

GSP DK
Enclosures
cc R. H. Baldock

FORM 5-A-1 6M 8-37
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE
H. B. GLAISYER, SECRETARY

RECEIVED
SEP 21 1937

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

RECEIVED
OCT 8 1937
FOR FILING

OREGON STATE HIGHWAY COMMISSION
SALEM

Sept. 20th, 1937

IN REPLY PLEASE
REFER TO FILE NO.

NOTED
Chief Highway Engineer

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTN: G. S. PAXSON

Dear Sir:

I am sending herewith copy of a letter written by Mr. H. W. Kissling of the Winchester Bay Lumber Company at Reedsport, relative to the re-construction of the tide box near the south end of the Umpqua River Bridge.

On January 26th, 1937, we, at your request, sent in a map, profile and estimate covering cost of replacing the present tide box but to date have not been advised as to whether any action has been taken in regard to the installation.

As soon as you have determined whether or not we will build a new tide box for this company, will you please advise me and I will write Mr. Kissling accordingly.

Very truly yours,

K. D. Lytle RBS
K. D. LYTLE
Division Engineer

cc. R. H. Baldock

KDL:AF

140-E

RECEIVED
DEC 19 1936
FOR FILING

#1771

December 17, 1936

Maryland Casualty Company
Hansen & Rowland, Inc., Agents
Washington Building
Tacoma, Washington

Gentlemen:

You are hereby notified that State Highway Contract No. 1771 for the construction of the Gardiner-Reedsport Section of the Oregon Coast Highway in Douglas County has been completed by the Contractor, E. C. Hall, and that final settlement will be made by the State with said contractor for work done under this contract, on or after December 26, 1936.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied; and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information, we wish to advise that the total amount paid the above contractor in connection with this contract will be $157,588.68, including the final payment. Of this amount $1,235.11 was for force account.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

CE

Form 338—5M—5-36

140-E

OR[illegible]N STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending November 21st., 1936

Section Gardiner - Reedsport

Kind of work Grading, Surfacing & Bit. Mac.

Highway Oregon Coast

Section prefix 10 - 1013

Contractor E. C. Hall

Contract number 1771

Date of contract October 15th., 1935

Date of completion June 30th., 1936

Date work started October 28th., 1935

Estimated date of completion Sept. 26th., 1936

Amount of contract $ 160,059.00

Per cent of time elapsed 134%

Estimated cost of completed project, exclusive of engineering $ 157,775.00

Per cent of contract completed, based on total contract price 100%

Engineering cost to date, $ 7,425.00, 4.3%

Date project was completed Sept. 26th., 1936

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Completed map on Reedsport - Wilson Ranch Section and staked ditch at south end of Gardiner - Reedsport Section.

Made up Price Agreements for Oil Barreled on this section and the Reedsport - Wilson Ranch Section.

Signed Glen E Roberts

Address Reedsport, Oregon.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

STATE PRINTING DEPT

[illegible] ✓

Construction Engineer

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	1.58	1.58		1.58	
Miles partially completed	xxxxx	xxxxx		xxxxxx	
Miles completed	1.58	1.58		1.58	
Total estimated quantities	153,600	13,800	2,700	1,640 Yds 129 Tons	
Estimated quantities moved or placed to date	140,097	13,911	2,644	I,902 Yds 139 Tons	
Average daily quantities	xxxxx	xxxxxx	xxxxxx	xxxxx	
Average daily quantities necessary to complete project on time	xxxxxx	xxxxxx		xxxxx	
Number shifts per day	xxxxx	xxxxx		xxxxx	
Hours per shift	xxxxx	xxxxx		xxxxx	
Average force on project for week	xxxxxx	xxxxxx		xxxxx	

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....,

Compressors ...., Bull Dozers ...., Sheet-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	Showers		
Tuesday	Cloudy		
Wednesday	Fair		
Thursday	"		
Friday	"		
Saturday	"		

cc to: R. H. Baldock ✓

H. G. Smith
Construction Engineer

FORM 0-A-1 5M 6-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

IN REPLY PLEASE
REFER TO FILE NO.

November 4th, 1936

140-E

Mr. W. H. Lynch
District Engineer
Bureau of Public Roads
Portland, Oregon

Dear Sir:

Your concurrence is requested on an extension of time until September 27th, 1936, on Contract 1771, Gardiner-Reedsport Section of the Oregon Coast Highway, F.A.P. 140-C,E,F, E. C. Hall, contractor.

The contract provided that all the grading work should be completed sufficiently to carry traffic by March 31st, 1936 and that all work should be completed by June 30th, 1936. This, however, was predicated upon the bridge across the Umpqua River being opened December 31st. The contractor was not allowed to haul until February 25th, and even at this time the bridge contractor had men working which prevented the free use of the bridge. There was also a delay in securing right of way for the wye at Reedsport on account of tax foreclosure sales, and since it was desired to use the surplus material in this wye, the delay by the contractor was of material advantage to the State, as otherwise the material would have to have been wasted. In addition, the delay was of considerable advantage in stabilizing the Bolon Island Section, as material could not be continuously placed upon this fill without the settlement also continuing. When, however, there was a delay of several weeks between the deposition of fill layers of material, the settlement did not take place, and the fill eventually became stabilized by the friction against the sides.

The delay since the 4th of July, in completing the surfacing and oiling, was due principally to the inability of the gravel plant to produce sufficient material for all the work in that vicinity. As the Umpqua River is the principal source of gravel in that region, it was necessary for the State to allocate the material to the various contracts and State work in order to keep them all going. Therefore, it was essential to the interest of the State to defer this job until other maintenance material contracts had been supplied, and it is recommended that this extension be granted without penalty.

Very truly yours,

R. H. BALDOCK
STATE HIGHWAY ENGINEER
By

H. G. Smith
Construction Engineer

HGS:AR

cc to: R. H. Baldock ✓

FORM D-A-1 5M 6-35

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

IN REPLY PLEASE
REFER TO FILE NO.

RECEIVED
FOR FILING

140-E

October 27th, 1936

Mr. K. D. Lytle
Division Engineer
State Highway Dept.
Roseburg, Oregon

Dear Sir:

Your attention is called to the semi-final estimate of E. C. Haul on the Gardiner-Reedsport Section, with particular reference to the tide box a t Fishers Cove. Mr. Hall states that he placed 15 yards of seal concrete over a portion of the floor of the box. This had to be done to permit unwatering, as the hydrostatic head caused so much leakage through the floor that it could not be unwatered without this seal.

The specifications state this box is to be constructed according to the bridge department's specifications. I was unable to find any reference to the method of paying for seal concrete in these specifications, but Mr. Reeves advises that they usually make a Price Agreement or pay by Force A ccount. I understand from Mr. Hall that he placed 15 yards of concrete in this seal, which Mr. Reeves estimates to be worth about $15 per cubic yard.

Will you kindly take this up with Mr. Hall and endeavor to effect a Price Agreement.

Very truly yours,

R. H. BALDOCK
STATE HIGHWAY ENGINEER

By

H. G. Smith
Construction Engineer

HGS:AR

cc to: R. H. Baldock ✓

NOT

[illegible]

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

IN REPLY PLEASE
REFER TO FILE NO.

RECEIVED
[illegible]
FOR FILING

140-E

Oct. 26, 1936

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTENTION: H. B. GLAISYER

Dear Sir:

I am sending herewith request made by E. C. Hall for an extension of time on his contract No. 1771, Gardiner-Reedsport Section of the Oregon Coast Highway, to September 27th, 1936.

It is my opinion that the advantage occurring to the State through the delay in completing this contract within the specified time outweighed the costs incurred and I recommend that the extension requested be granted without penalty.

The contract stipulated that grading and surfacing sufficient to carry traffic should be completed by March 31, 1936, and all work should be completed by June 30, 1936. Actually the travel was allowed to use the road July 4th, and all work was finished Sept. 27th, 1936.

However the completion of the work was dependent upon the completion of the bridge across the Umpqua River, which as stated in the contract, would be finished on December 31st, but the contractor was not allowed to haul until February 25th, even at that time the bridge contractor had scaffolding and men working, which hindered to some extent the free use of the bridge. It is not possible to estimate exactly how much this and other work on the bridge delayed the contractor but it would be safe to say that it may have delayed completion to the extent of fifteen days. Thus the total actual delay chargeable to the State, or beyond the control of the contractor, would be 71 days. If allowed this extra time the extension would defer the first completion date to June 10th, whereas the road was opened to traffic July 4th, a delay of 23 days.

There were other factors such as delay in securing right of way for the wye at Reedsport on account of tax foreclosure sale, change in direction of some of the haul, which, while no apparent delay was experienced, would tend to hinder the operations of the contractor through his inability to properly coordinate his work.

The delay of 23 days actually cost us in ferry operations approximately $3300 but cost of this item is less than we would have paid for bringing up the settlements which occurred in the fills in Bolon Island and at the south end of the Umpqua River Bridge. Both of these fills settled badly and we were, because of the delay in completing the contract, able to bring them up to grade several times. Had these malformations occurred after the completion of the job we would have lost our surfacing and been to great expense in correcting the grade lines.

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

-2- H. B. Glaisyer Oct. 26, 1936

IN REPLY PLEASE
REFER TO FILE NO.

The delay in completing the surfacing and oiling was due principally to the inability of the gravel plant to produce sufficient materials for all of the work in this vicinity. The delay in this work was quite beneficial as we were able to have the contractor maintain the surfacing and get it well compacted before this oiling was done.

I presume that consent of the surety company to this extension has been sent to your office, if not please advise me.

In case you may have use for it, I am sending my file on the matter of this extension. Will you please return it when you are through with it?

Very truly yours,

K. D. LYTLE
Division Engineer

cc. R. H. Baldock
cc. H. G. Smith

KDL:AF

NOTED
[illegible] Highway Engineer

FORM 8-A-1 6M 6-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

140-E

RECEIVED
OCT 27 1936
FOR FILING

IN REPLY PLEASE
REFER TO FILE NO.

Oct. 14, 1936

E. C. Hall
Eugene, Ore.

Dear Sir:

We have not yet received your request for extension of time on the Gardiner-Reedsport Section of the Oregon Coast Highway, asked for in our letter of Sept. 30th. Will you please send this at your earliest convenience?

We understand from Mr. Glaisyer that he received the consent of your surety for extension to Sept. 27th. Before the Commission can act on the extension it will be necessary, however, for the Commission to have your request.

Very truly yours,

K. D. LYTLE
Division Engineer

By
C. D. Cannon
Office Engineer

cc. H. B. Glaisyer

CDC:AF

#1771

140-E

RECEIVED
OCT 27 1936
FOR FILING

October 13, 1936

Mr. K. D. Lytle,
Division Engineer,
Roseburg, Oregon.

Dear Sir:

We again refer to the matter of extension of time on the M. C. Hall Contract No. 1771 - Gardiner-Reedsport Section.

We have had Mr. Hall's application and consent of surety on file for sometime for an extension of time to August 15th on this contract, and have wrote you several times regarding the matter.

We have this date received from the above contractors surety company, their consent to an extension of time to September 27, 1936. We presume that this consent will supersede their letter of July 17th in which they consent to an extension of time to August 15th. Will you kindly secure the contractors application for an extension of time from June 30th to September 27th, which was the actual date of completion, and forward it to this office with your recommendation so the matter can be presented to the Highway Commission.

Very truly yours,

Secretary.

Dict. by J. McFarland.

[illegible]
[illegible] Sept. 27, 1936 [illegible]
[illegible] Oct. 17, 1936

HANSEN & ROWLAND INC.
GENERAL AGENTS
TACOMA - SEATTLE - PORTLAND
SURETY BONDS GENERAL INSURANCE
TACOMA, WASHINGTON

H. T. HANSEN, PRES.
I. C. ROWLAND, SECY.

October 10, 1936

THIS COMMUNICATION IF SIGNED AS AGENT OR AGENTS SHALL BIND IN SUCH CAPACITY ONLY.
PLEASE ADDRESS ALL COMMUNICATIONS TO HANSEN & ROWLAND, INC., NOT TO INDIVIDUALS.

[illegible] 1 1936

Oregon State Highway Commission
Salem, Oregon

RE: BOND NO. 45424 - E. C. HALL to STATE OF OREGON - Gardner-Reedsport Section of Oregon Coast Highway, Douglas County, Oregon.

Gentlemen:

We hand you herewith consent of the surety to an extension of time to September 27, 1936, in connection with the above captioned contract.

Yours very truly,

HANSEN & ROWLAND, INC.
General Agents

By
Surety Bond Department

MF
Incl.

#1771

September 29, 1936

Mr. E. D. Lytle,
Division Engineer,
Roseburg, Oregon.

Dear Sir:

On July 27th we forwarded you copy of a letter from E. C. Hall, requesting an extension of time on his contract No. 1771, Gardiner-Reedsport Section in Douglas County, to August 15, 1936.

To date we have not received a reply from you. We now learn that this contract was not completed until September 27, 1936. Will you therefore, request the contractor to make application for an extension of time up to and including the actual date of completion and forward us your recommendation.

The application must be accompanied by the written consent of the surety on the bond furnished in connection with the contract.

It is suggested that the application be made for an extension of time from June 30, 1936, which was the original date of completion, up to and including the date of completion and we will not present their application of July 23rd to the Highway Commission.

Very truly yours,

Secretary.

Dict. by J. McFarland.

#1771

July 27, 1936

Mr. K. D. Lytle,
Division Engineer,
Roseburg, Oregon.

Dear Sir:

We hand you herewith copy of a letter from E. C. Hall requesting an extension of time to August 15, 1936, on his contract No. 1771 - Gardiner-Reedsport Section in Douglas County.

Please advise of your recommendations so that the matter can be presented to the Highway Commission.

Very truly yours,

Secretary.

Dict. by J. McFarland.

#1771

E. C. HALL
GENERAL CONTRACTING
West 11th & Grant Streets
EUGENE, OREGON

Grand Ronde, Ore.
July 23, 1936

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

We herewith apply for extension of time on our contract for the Gardiner-Reedsport Section of the Coast Highway from June 30th to August 15th, 1936.

This request is due largely to the fact that we were unable to cross the Umpqua River bridge by the 1st of January as anticipated.

We were also handicapped in our rock drilling operation by trying to co-operate with the National Reemployment Service in the employing of direct relief labor although our contract did not require it.

Another fact to be considered is that on this particular job it was practically impossible to expedite the work by the use of more equipment.

Consent of surety to this extension is being mailed to you from Hansen & Rowland Inc.

Very truly yours,

E. C. Hall

July 17, 1936

Oregon State Highway Commission
Salem, Oregon

RE: BOND NO. 45424 - E. C. HALL to STATE OF OREGON - Gardner-Reedsport Section of Oregon Coast Highway, Douglas County, Oregon

Gentlemen:

As surety on the bond executed by the Maryland Casualty Company on behalf of E. C. Hall, guaranteeing the performance of a certain contract entered into by E. C. Hall with the State of Oregon, for the construction of Gardner-Reedsport Section of Oregon Coast Highway, Douglas County, Oregon, the undersigned hereby consents to the granting of an extension of time for the completion of the aforementioned contract to August 15, 1936.

Very truly yours,

MARYLAND CASUALTY COMPANY

By H. J. Hansen
Attorney-in-Fact

MF

RECEIVED
JUL 20 1936
OREGON

140-7
1771

X

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. No. 8

POST OFFICE BUILDING
PORTLAND, OREGON

October 8, 1936

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Final inspection of Oregon FAP 140-F, South Approach to the Umpqua River Bridge Section, Oregon Coast Hwy., Douglas County, was made by a representative of this office on September 24, 1936. Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L J Caufield
L. J. Caufield
Highway Engineer

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

APR 21 1936

Stencil No. 124

IN YOUR REPLY PLEASE REFER TO FILE No. Oregon F.A.P. 140-F

POST OFFICE BUILDING
PORTLAND, OREGON

April 20, 1936

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the __________ project agreement and certificate for the above numbered project.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Highway Engineer

Encls.

Tom

Hy. 28127

Form P. R. 2
State Oregon
Project No. 140, Section F.

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

UNITED STATES DEPARTMENT OF AGRICULTURE

WASHINGTON
GOVERNMENT PRINTING OFFICE
1933

8—5518

Form P. R. 2

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 25th day of February, 1936

by and between the Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 11th day of July, 1933, a revised project statement, which was approved by the Secretary on the 8th day of August, 1933, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for Section F of said project which were recommended for approval by the United States District Engineer on the 23rd day of September, 1935; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of twenty-eight thousand, seven hundred twenty-four and 90/100 dollars ($28,724.90) as the share of the United States payable under said act on account of Section F of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

8—5518

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

Article I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(a) By the State under Chapter 175, Laws of 1917, Chapter 31, Laws of 1920, and Chapter 88, Laws of 1931.
(Include date and citation of act of legislature by which authorized)

(b) From other sources
(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

Article II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 503+63.0 at the junction with Federal Aid Project 128-C, on Winchester Avenue near the east end of the Scofield Creek Bridge and survey station 543+30.75 at the south end of the Umpqua River Bridge, all in the town of Reedsport.

, length 0.751 of a mile~~s~~, in Douglas County, being Section F of Oregon project No. 140, consisting of 0.751 of a mile~~s~~ of roadway and no bridges~~, each~~ of more than 20 feet clear span, known locally as the South Approach to the Umpqua River Bridge Section of the Oregon Coast Highway, between official control points Coos Bay and Hebo.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section F of said project shall not in any event exceed the sum of twenty-eight thousand, seven hundred twenty-four and 90/100 dollars ($28,724.90), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of forty-seven thousand, ninety and 01/100 dollars ($47,090.01), the approved total estimated cost of Section F of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to the State Treasurer
(Official or depository)
hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon
(Name)
of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

~~[illegible]~~

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chapter 41, Laws of 1927, and Chapter 88, Laws of 1931.
(Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. **112.**

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the 8th day of April, 1936

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By

Chairman, State Highway Commission
(Title of officer)

By E B Aldrich

Member, State Highway Commission
(Title of officer)

By F L TouVelle

Member, State Highway Commission
(Title of officer)

By

(Title of officer)

By

(Title of officer)

SECRETARY OF AGRICULTURE,

By

Acting Chief, Bureau of Public Roads.

S-5513

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

The Secretary of the Treasury, and

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as Project No. 140-F, State of Oregon

Second. That in accordance with said provisions I have approved the sum of $ 47,090.01 as the total estimated cost of said project, and the sum of $ 26,724.90 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this 8th day of April
one thousand nine hundred and Thirty-six

Secretary of Agriculture,

By
Acting Chief, Bureau of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE: 1934 3—[illegible]

(Stencil #28)

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1
POST OFFICE BUILDING
PORTLAND, OREG.

RECEIVED
FEB 11 1936
OREGON
STATE

IN YOUR REPLY PLEASE REFER TO
FILE No. Oregon 140-F

February 10, 1936

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith two copies of proposed project agreement for signature and return to this office.

Enclosed also is an approved copy of the detail estimate, upon which the agreement was based, together with approved copy of specifications.

Very truly yours,

W. H. LYNCH
District Engineer

By L J Caufield
L. J. Caufield
Highway Engineer

Encls.

Fro

December 27, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement for the South Approach, Umpqua River Bridge, F. A. Project No. 140-F.

The item of Clearing and Grubbing has been prorated on the basis of lengths of this project and Project No. 140-E, 0.751 mile and 0.336 mile, respectively. No allowance was made for the grading work to be done on Project No. 140-C for the reason that the clearing and grubbing on that project was done under a previous contract.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department　　　　Federal Aid Project No. 140-F

SOUTH APPROACH TO UMPQUA RIVER BRIDGE

ON THE OREGON COAST HIGHWAY IN DOUGLAS COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, December 12, 1935

All Required		Clearing and Grubbing		$ 1,945.60
100	lin. ft.	Trench Excavation	$ 1.00	100.00
1,900	lin. ft.	Excavation, Single Classif.	0.55	1,045.00
100,000	yd. mi.	Truck Haul	0.15	15,000.00
.75	mile	Finishing Roadbed and Slopes	400.00	300.00
300	lin. ft.	Rounding Cutbanks	0.10	30.00
200	lin. ft.	6" Drain Pipe	0.60	120.00
150	lin. ft.	18" Corr. Iron Pipe	2.50	375.00
110	lin. ft.	24" Corr. Iron Pipe	4.00	440.00
300	lin. ft.	18" Concrete Pipe	2.50	750.00
80	lin. ft.	36" Concrete Pipe	6.00	480.00
670	lin. ft.	Constructing Timber Trestle	2.00	1,340.00
All Required		Moving Pipe Line (Sta. 541+70)		500.00
6	only	Concrete Catch Basins	50.00	300.00
7,300	cu. yds.	Crushed Gravel Surfacing	2.00	14,600.00
700	cu. yds.	Filler	0.40	280.00
1,400	yd. mi.	Hauling Filler	0.20	280.00
120	M-Gal.	Sprinkling	1.50	180.00
790	cu. yds.	Mineral Aggregate in Place	3.65	2,883.50
54	tons	No. 3 Road Oil in Place	30.00	1,620.00
8	tons	Emulsified or Cutback Asphalt in Seal Coat	30.00	240.00
			Subtotal	$ 42,809.10
			10% Engr. & Cont.	4,280.91
			Total	$ 47,090.01

Length　.751 mile
Cost per mile　$ 62,703.08

Federal Aid Funds Requested- -$ 28,724.90 (61%)
State Funds- 18,365.11

$ 47,090.01

NON-PARTICIPATING ITEMS

6.5	M-FBM	Lumber and Timber in Trestle	$ 30.00	$ 195.00

State Funds for Constr: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 88, laws 1931
Funds for Maint: Chap. 41, laws 1927; Chap. 88, laws 1931

1407

November 8, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Reference is made to your letter of October 26th concerning the Gardiner-Reedsport contract (Federal Aid Project No. 140-F), which letter requests that the plan for the trestle for the mill road at Station 543+94 be revised to include wheel guards and railings.

The trestle referred to is to replace, on slightly different alignment, a section of privately-owned trestle which conflicts with the highway embankment. The trestle is used as a combination roadway and platform, lumber being frequently piled along the edges of the trestle and moved to and from the trestle from storage piles alongside. The presence of either a railway or a wheel guard would interfere with this use of the trestle, and the mill owners object to having them placed.

In view of this situation, it is almost necessary that we be permitted to proceed with the construction of the trestle in accordance with the plan submitted. May we, therefore, under the conditions, have your consent to do so.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:ME

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREGON

October 26, 1935

RECEIVED
OCT 28 1935
OREGON
STATE HIGHWAY COMMISSION

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to P.S.& E. for Oregon Federal Aid Project No. 140-F, the south approach to the Umpqua River Bridge, Oregon Coast Highway.

The detail for the new timber trestle for the road to a mill crossing at Sta. 543+94 does not show any wheel guards or railing. As both wheel guards and railing are required before the plans can be approved, it is requested that supplemental plans showing complete details of this structure be forwarded as soon as possible.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

October 26, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to P.S.& E. for Oregon Federal Aid Project No. 140-F, the south approach to the Umpqua River Bridge, Oregon Coast Highway.

The detail for the new timber trestle for the road to a mill crossing at Sta. 543+94 does not show any wheel guards or railing. As both wheel guards and railing are required before the plans can be approved, it is requested that supplemental plans showing complete details of this structure be forwarded as soon as possible.

Very truly yours,

W. H. LYNCH
District Engineer

7

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREGON

September 23, 1935

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

P.S.& E. documents for Oregon Federal Aid project 140-F, the South Approach to the Umpqua River Bridge section of the Oregon Coast Highway, have today been recommended for approval, subject to final review and approval by the Chief Engineer. This is your authority for advertising.

Prompt submission of the bid tabulation and agreement estimate will be appreciated.

Copies of the usual town resolution should be forwarded as soon as possible.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

September 23, 1935

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

P.S.& E. documents for Oregon Federal Aid project 140-F, the South Approach to the Umpqua River Bridge section of the Oregon Coast Highway, have today been recommended for approval, subject to final review and approval by the Chief Engineer. This is your authority for advertising.

Prompt submission of the bid tabulation and agreement estimate will be appreciated.

Copies of the usual town resolution should be forwarded as soon as possible.

Very truly yours,

W. H. LYNCH
District Engineer

September 19, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate to accompany plans and specifications for the South Approach to the Umpqua River Bridge, Project No. 140-F.

Five bid proposals and five sets of blueprint plans are being sent under separate cover.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department

Federal Aid Project
No. 140-F

SOUTH APPROACH TO UMPQUA RIVER BRIDGE

OF THE OREGON COAST HIGHWAY IN DOUGLAS COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, September 19, 1935.

All Required		Clearing and Grubbing		$ 1,300.00
100	lin. ft.	Trench Excavation	$0.70	70.00
1,900	" "	Excavation, Single Classif.	0.50	950.00
100,000	yd. mi.	Truck Haul	0.15	15,000.00
.75	mile	Finishing Roadbed & Slopes	150.00	112.50
300	lin. ft.	Rounding Cutbanks	0.10	30.00
200	" "	8" Drain Pipe	0.60	120.00
150	" "	18" Corr. Iron Pipe	2.50	375.00
110	" "	24" " " "	3.50	385.00
300	" "	18" Concrete Pipe	2.50	750.00
80	" "	36" " "	5.00	400.00
670	" "	Constructing Timber Trestle	1.50	1,005.00
All Required		Moving Pipe Line (Sta. 541+70)		200.00
6	only	Concrete Catch Basins	35.00	210.00
7,300	cu. yds.	Crushed Gravel Surfacing	2.00	14,600.00
700	" "	Filler	0.40	280.00
1,400	yd. mi.	Hauling Filler	0.20	280.00
120	M-Gals.	Sprinkling	1.50	180.00
790	cu. yds.	Mineral Aggregate in Place	3.20	2,528.00
54	tons	No. 3 Road Oil in Place	28.00	1,512.00
8	"	Emulsified or Cutback Asphalt in Seal Coat	30.00	240.00
		Subtotal..............		$40,527.50
		10% Engr. & Cont......		4,052.75
		Total............		$44,580.25

Length .751 mile
Cost per mile $59,361.18

Federal Aid Funds Requested..........................	$ 27,193.95 (61%)
State Funds..	17,386.30
	$ 44,580.25

NON-PARTICIPATING ITEMS

6.5 M-FBM	Lumber and Timber in Trestle	30.00	$ 195.00

140-E

×

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE REFER TO FILE No. No. 8

POST OFFICE BUILDING
PORTLAND, OREGON

October 8, 1936

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Final inspection of Oregon FAP 140-E, Gardiner-Smith River Section, Oregon Coast Highway, Douglas County, was made by a representative of this office on September 24, 1936. Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L J Caufield
L. J. Caufield
Highway Engineer

70

FORM 2-A-1 6M 6-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

IN REPLY PLEASE REFER TO FILE NO.

1936

Sept. 30th, 1936

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTN: H. G. SMITH

Dear Sir:

I am submitting for your consideration an "Order For State Force Work on Contract Projects" covering the construction of a ditch on the property owned by the Reedsport Realty Company.

When the land was purchased, the option contained the following stipulation:

> "Construct an open ditch for drainage from third street to the Schofield River along the north edge of the relocated highway either upon the Highway right of way or upon the lands of the Reedsport Realty Company, if ditch is placed on the property of the Reedsport Realty Company, account of such lands being taken and used for said ditch purposes. Materials taken in digging said ditch to be placed upon south side of said ditch."

Plans for this project did not show this ditch and the Resident Engineer was unaware that we were obligated to dig it until after the contractor's men had left. For that reason it will be necessary for us to do the work with our own forces.

Very truly yours,

K. D. LYTLE
Division Engineer

cc. R. H. Baldock ✓

KDL:AF

NOTED
State Highway Engineer

140-E

#1771

July 20, 1936

Mr. E. D. Lytle,
Division Engineer,
Roseburg, Oregon.

Dear Sir:

We have received a letter from the Maryland Casualty Company, in which they consent to an extension of time to August 15th on the E. C. Hall contract No. 1771 - Gardiner-Reedsport Section of the Oregon Coast Highway.

If you have Mr. Hall's formal application for the above extension in your office please forward it to us with your recommendation. If you do not have it, please request Mr. Hall to furnish it.

Very truly yours,

Secretary.

Dict. by J. McFarland.

#1771

HANSEN & ROWLAND INC.
GENERAL AGENTS
TACOMA - SEATTLE - PORTLAND
SURETY BONDS GENERAL INSURANCE
TACOMA, WASHINGTON

H. T. HANSEN, PRES.
I. C. ROWLAND, SECY.

July 17, 1936

THIS COMMUNICATION IF SIGNED AS AGENT OR AGENTS SHALL BIND IN SUCH CAPACITY ONLY.
PLEASE ADDRESS ALL COMMUNICATIONS TO HANSEN & ROWLAND, INC., NOT TO INDIVIDUALS.

Oregon State Highway Commission
Salem, Oregon

RE: BOND NO. 45424 - E. C. HALL to STATE OF OREGON - Gardner-Reedsport Section of Oregon Coast Highway, Douglas County, Oregon.

Gentlemen:

We hand you herewith consent of the surety to an extension of time to August 15, 1936, in connection with the above captioned contract.

Yours very truly,

HANSEN & ROWLAND, Inc.
General Agents
By F Lunnard
Surety Bond Department

MF
Incl.

RECEIVED
JUL 20 1936

By

H. G. Smith
Construction Engineer

HGS:AR

cc to: R. H. Baldock ✓

Sta 23 is
"L" st between 12th + 13th
Sta 3+0.53 is P.C. on [illegible] "Y" on ℄ of Coast Hwy.

FORM 3-A-1 5M 1-36

COMMISSIONERS.
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

February 10th, 1936

IN REPLY PLEASE REFER TO FILE NO.

Mr. E. A. Collier
Division Engineer
State Highway Dept.
Roseburg, Oregon

Dear Sir:

The Commission recently authorized the expenditure of $15,000 to make the connection between Station 3+0.55 and Station 25, or thereabouts, on the Umpqua Highway through Reedsport to connect with the Oregon Coast Highway. The petitioners for this work stated that they would be satisfied with the leg of the "T" leading towards Gardiner if funds were lacking for the entire project.

It will be impossible, on account of the Oregon laws, to extend Hall's contract to include this, but if there be excess material, the roadbed may be built in lieu of wasting the material.

I will instruct the right of way department to secure the right of way and apply for the grade crossing. Please acknowledge receipt of this letter in order that there be no misunderstanding concerning the wasting of excess material on this project.

Very truly yours,

R. H. BALDOCK
STATE HIGHWAY ENGINEER

By

H. G. Smith
Construction Engineer

HGS:AR

cc to: R. H. Baldock

Feb 23 '36
"L" st between 12th & 13th
Sta 3+0.55 is P.C. [illegible] "Y" as ℄ of Coast Hwy.

4 S-A-1 10M 4-26

COMMISSIONERS
ENRY F. CABELL, CHAIRMAN, PORTLAND
. B. ALDRICH, PENDLETON
. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

140-E

July 18th, 1926

IN REPLY PLEASE
REFER TO FILE NO.

Mr. George H. Otten
Landscape Engineer
Office.

Dear Sir:

With respect to the roadside improvement on the Reedsport-Gardiner Section of the Oregon Coast Highway.

I do not believe it would be advisable to attempt to cover the large rock on this section with top soil in order to fill all the voids. I believe we should give this further consideration before doing anything in the matter.

Very truly yours,

R. H. BALDOCK
STATE HIGHWAY ENGINEER

By

H. G. Smith
Construction Engineer

HGS:AR

cc to: R. H. Baldock ✓

FORM S-A-1 10M 4-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

140-E

July 17th, 1936

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock
State Highway Engineer
Office

RE: Reedsport-Gardiner Estimate
Roadside Improvement

Attention: H. G. Smith.

NOTED
[illegible]

Dear Sir:

The fill slopes on the Reedsport-Gardiner Section of the Oregon Coast Highway are constructed of very large rock and have many voids, which are practically impossible to measure and compute.

For the purpose of making an accurate estimate of the filler material necessary to smooth up these slopes, I would like very much to have permission to use a State maintenance crew, with truck, for one day to haul several measured loads of dirt and distribute it on some slope that is an average of the entire job.

In this way, it will be possible to accurately estimate the number of square feet or square yards that one cubic yard will cover satisfactorily. An estimate based on this information might not be extremely accurate, but I feel that it will give a greater percent of accuracy than any other method available.

The work performed would not be wasted and could be carried as a charge on the present authority for survey, the cost of which would not exceed $20.

Very truly yours,

George H. Otten
Landscape Engineer

GHO:AR

cc to: R. H. Baldock ✓

140-E

July 10, 1936

Mr. R. H. Baldock
State Highway Engineer
Building

Dear Mr. Baldock:

At its meeting on July 8 the State Highway Commission considered entering into a price agreement with contractor E. G. Hall for grading and surfacing the Reedsport connection of the Umpqua Highway to the Oregon Coast Highway at Reedsport.

It is my understanding that the Commission approved extending the present contract with Mr. Hall to include this work if that can be done legally, otherwise the work is to be done with state forces. Mr. Devers was instructed to advise you in regard to the legal features.

Very truly yours,

H. B. Glaisyer
Secretary

HBG:AM

cc - Mr. Devers
Mr. M. G. Smith

D TO
Smith

See me.

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

STATE HIGHWAY COMMISSION
FICE OF E. A. COLLIER, DIVISION ENGINEER
ROSEBURG, OREGON

June 22, 1936

k
y Engr.
n.

e with your telephoned request I have
rice Agreement and secured signature of
overing completion of the grade and con-
macadam surface and oil mat surface on the
nnection from the Coast Highway to the
Umpqua Highway.

We have placed approximately 10,000 yards embankment on the Reedsport Wye from excess excavation on Bolon Island. I estimate the quantity to complete the grading from borrow on Umpqua Highway one mile east of Reedsport at 6000 yards and Hall agrees to do this for 30¢ plus truck haul. All other items necessary to complete grading and surfacing are to be at his bid prices under contract 1771 and the estimated cost to complete is $11,500. We estimate there is $6,500.00 to spare under present authorization for contract 1771 so additional authorization is requested for $5,000.00.

Until the Bolon Island cut is remeasured, we cannot make closer estimate than this although it is possible there will be more to spare under contract 1771 than the $6,500.00.

Very truly yours,

E A Collier
E. A. COLLIER
Division Engineer

~~FERRED~~

REFERRED TO

cc. H. G. Smith

EAC:AF

M

, CHAIRMAN, PORTLAND
ICH, PENDLETON
OUVELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF E. A. COLLIER, DIVISION ENGINEER
ROSEBURG, OREGON

June 22, 1936

R. H. Baldock
State Highway Engr.
Salem, Oregon.

Dear Sir:

In compliance with your telephoned request I have prepared a Price Agreement and secured signature of E. C. Hall covering completion of the grade and construction of macadam surface and oil mat surface on the Reedsport connection from the Coast Highway to the Umpqua Highway.

We have placed approximately 10,000 yards embankment on the Reedsport Wye from excess excavation on Bolon Island. I estimate the quantity to complete the grading from borrow on Umpqua Highway one mile east of Reedsport at 6000 yards and Hall agrees to do this for 30¢ plus truck haul. All other items necessary to complete grading and surfacing are to be at his bid prices under contract 1771 and the estimated cost to complete is $11,500. We estimate there is $6,500.00 to spare under present authorization for contract 1771 so additional authorization is requested for $5,000.00.

Until the Bolon Island cut is remeasured, we cannot make closer estimate than this although it is possible there will be more to spare under contract 1771 than the $6,500.00.

Very truly yours,

EACollier

E. A. COLLIER
Division Engineer

FERRED

REFERRED TO
[illegible]

[illegible]

cc. H. G. Smith

EAC:AF

M

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

14-8

OREGON STATE HIGHWAY COMMISSION

SALEM

July 10, 1936

IN REPLY PLEASE
REFER TO FILE NO.

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTN: H. G. SMITH

NOTED
State Highway Engineer

Dear Sir:

Herewith Extra Work Orders for E. C. Hall's contract No. 1771 on the Gardiner-Reedsport Section as follows:

Order No. 7, Cut down grade on wye.

Order No. 8, Cut off trench at north end of bridge.

Order No. 9, Clearing and grubbing on Reedsport wye.

Order No. 10, Lumber cradle for 36" pipe.

These four Extra Work Orders are small items and no increase in project authorization is requested.

Very truly yours,

E. A. COLLIER
Division Engineer

cc. R. H. Baldock
cc. G. E. Roberts
EAC:AF

FORM S-A-1 .5M 11-35
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

142-C

July 2, 1936

IN REPLY PLEASE
REFER TO FILE NO

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTN: H. G. SMITH

Dear Sir:

I inspected the Gardiner-Reedsport job yesterday.

Mr. Hall has finished sloping Bolon Island cut and has gravel over practically all of the road except through the cut. He expected to finish fine grading last night and place gravel through the cut today and planned to open the road to traffic July 3rd.

The road will be in fair shape for travel throughout. Placing gravel will stop tonight and no fresh gravel will be placed Friday. Most of the gravel has set up fairly well but the sign crew has put up "Loose Gravel" warning signs. The gravel at the ends of the bridges has been brought up so that there is no jump off, mastic has been placed on the moveable span on the Smith Channel Bridge, suitable direction signs have been erected, the contractor will have no equipment on the road on the Fourth and I believe traffic will make it without difficulty and in much better shape than they would over the ferry, which would surely be over-crowded on the Fourth.

Very truly yours,

E. A. COLLIER
Division Engineer

cc. R. H. Baldock

EAC:AF

[illegible]

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

IN REPLY PLEASE REFER TO FILE NO.

140-E

July 3, 1936

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTN: H. G. SMITH

Dear Sir:

Last week the City Attorney of Reedsport wired me that the City Council wished to discuss with me at the earliest opportunity the matter of grade connections on "L" Street and Winchester Avenue and the width and grade of street approaches that they protest present plans. The same day I wired them I would be down at 5:00 P.M. and at that time I met with a member of the council, although the attorney was absent.

Mr. Roberts had staked standard super at the east end of the connection where we tie in to "L" Street and this made a bad grade for traffic through on "L" Street to the Southern Pacific depot over the present highway route. We do not require full standard super elevation in cities because of speed limits and I therefore agreed to lower the super to make easier grade line on "L" Street. In order to do this it was necessary to hire the contractor to cut down the super elevation which had been particlly built with rock waste from Bolon Island. Hall agreed to cut this down with his big bulldozer at $5.00 per hour and a force account order will be submitted for this within the next day or so.

The Council also objected to the super elevation at the Winchester Avenue connection at the east end of Scholfield Bridge. The objection there was principally on account of a man who is building a service station just west of the Catholic Church in the sharp point of the intersection. The grade was all built and I told the council we could not cut down super for the oil width but that on the shoulder, and in particular on the footpath to be constructed along the high side of the super, we could reduce standard super to say one-quarter inch per foot, which would be normal slope for sidewalk. I also told them that we would make a good oiled connection to the present oiled surface on Winchester Avenue and would see that there was level space so that traffic going south from Winchester would have a good place to stop before entering the highway. There had been some arguement about which side of the highway the oiled path should be built at this location. We plan to build on the south side of the highway at Winchester Avenue to the sharp point of intersection between the highway and Winchester and then cross Winchester but stay on the east side of the highway through Reedsport and to Gardiner. This plan was approved by the council.

The Council also asked concerning finishing up street approaches. These are in an unfinished condition and the contractor will complete these to suitable grades and widths obtainable on present right of way without blocking drainage. In particular they are anxious that the approach on the West Railroad Avenue be made wider. This approach cannot be widened very much because the street is only some 30 feet wide according to the platts. We will, however, utilize the full width and make as wide an approach as we can at this place and will build a path up the approach in lieu of the present sidewalk, which will be covered by fill.

[illegible] 8M 11-35

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

July 3, 1936

IN REPLY PLEASE
REFER TO FILE NO.

The councilman, who met me at 5:00 P.M. and discussed the matter with me, seemed satisfied with these arrangements.

Roberts has previously gone over drainage with the City Street Superintendent and is placing such culverts and catch basins as were agreed upon as necessary.

Very truly yours,

E. A. COLLIER
Division Engineer

cc. R. H. Baldock
cc. G. E. Roberts

EAC:AF

FORM 2-K-1 1500 3-35

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

J. M. DEVERS
ATTORNEY

OREGON STATE HIGHWAY COMMISSION
SALEM

140-S

June 30, 1936

Mr. E. A. Collier
Division Engineer
Oregon State Highway Dept.
Roseburg, Oregon

Dear Sir:

Reference is made to your letter of the 23rd instant relative to the grade crossing on the Umpqua Highway connection in Reedsport.

In this letter you stated that Roadmaster Sorrels stopped the contractor from crossing the tracks. It is our understanding that Southern Pacific Company had granted written permission to construct the embankment, and we understand that Mr. Baldock has a letter to this effect.

With reference to the question of the construction of the crossing, the petition and final order provide that the State and railroad will do the following things and assume the following obligations at their own cost and expense:

Things to be done by Southern Pacific Company:

1. Southern Pacific Company should be required to provide and place an additional depth of gravel and rock under the railroad tracks at the proposed grade crossing, sufficient to give a sub-base of gravel or rock materials adequate for support of a paved highway crossing.

2. Provide and place creosoted ties under the railroad tracks for a sufficient distance along the said tracks to properly accommodate the highway roadbed.

3. Provide and install such warning signs along the said tracks as may be necessary or as may be required by law.

4. Maintain railroad company's tracks, ties, sub-base materials and warning signs after the construction of the proposed crossing.

Things to be done by the State:

1. Construct and thereafter maintain the highway roadbed across the railroad right of way and across the tracks of the railroad company.

Mr. E. A. Collier
June 30, 1936
Page 2

2. Construct and thereafter maintain a hard surface pavement approximately twenty feet in width over and across the railroad right of way, and between the rails of railroad company.

3. Provide, install and thereafter maintain necessary warning signs along the highway location.

4. Provide, install and thereafter maintain such drainage structures as may be necessary and required in order to provide for any change in drainage conditions along the railroad embankment as may be caused by the construction of the highway embankment.

5. Reimburse railroad company for the cost of moving or rearranging such telegraph, telephone lines or other railroad appurtenances as may be necessary for the construction of the said grade crossing.

6. Provide for such watchmen or flagmen as may be necessary or required to adequately safeguard traffic on the railroad during the period of construction of the proposed grade crossing.

From this it would appear that if it is necessary to place temporary planking in order to cross the railroad tracks this expense should be borne by us. You will note that a paved crossing is contemplated.

Yours very truly,

J. M. DEVERS

By

J. W. DeSOUZA
Assistant Attorney

JWD:AW
cc Mr. R. H. Baldock
Mr. H. G. Smith
Mr. G. E. Roberts

FORM 9-A-1 6M 11-30

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

1140-3

June 23, 1936

IN REPLY PLEASE
REFER TO FILE NO.

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTN: J. W. DeSOUZA

Dear Sir:

Received blue print copies of Public Utilities Commissioner's order relative to grade crossing for Umpqua Highway in Reedsport.

About one week ago Roadmaster Sorrels stopped contractor Hall from crossing the track at this location with trucks to make fill on the east side of the railroad. We have made the fill to the track on the west side and expect to complete the fill on the east side of the track from borrow obtained east of Reedsport on the Umpqua Highway. It will, however, be necessary soon to cross the track.

Please advise who places the crossing plank, warning signs etc. at your early convenience. It is customary for the railroad to place the permanent crossing planks and signs and in this case I presume the State would reimburse the railroad.

Very truly yours,

E. A. COLLIER
Division Engineer

cc. R. H. Baldock
cc. H. G. Smith
EAC:AF

140-8

COST DATA TO JUNE 15, 1936

Oregon Coast Highway, Gardiner-Reedsport Section, Grading, Surfacing and Bituminous Macadam, Contract 1771,
Prefix 10-1013

E. C. Hall, Contractor
Glen Roberts, Res. Const. Engineer

ITEM	Total Cost	Quantity	Unit Cost	Unit Bid	Gross Earned
Clearing & Grubbing	$ 1,406.92	95%	Lump Sum		$ 2,850.00
Trench Excavation	397.50	297 Cu. Yds.	1.34	1.00	297.00
Excavation Single Class	70,945.35	144,070 Cu. Yds.	0.492	0.55	76,695.87
Overhaul	700.00	35,000 Yd. Sta.	0.02	0.02	700.00
Truck Haul	16,402.74	105,175 Yd. Mi.	0.155	0.15	15,776.25
8" Drain Tile	111.67	244 Lin. Ft.	0.457	0.60	146.40
12" Corr. Pipe	22.88	20 Lin. Ft.	1.14	1.50	30.00
18" " "	518.88	276 Lin. Ft.	1.88	2.50	690.00
24" " "	305.12	100 Lin. Ft.	3.05	4.00	400.00
18" Concrete Pipe	504.90	270 Lin. Ft.	1.87	2.50	675.00
36" " "	539.26	118 Lin. Ft.	4.57	6.00	708.00
Construct Timber Trestle	412.16	666.8 Lin. Ft.	0.62	2.00	1,333.60
Move Pipe Line	233.93	100%	Lump Sum		500.00
Catch Basins	256.14	6 Only	42.69	50.00	300.00
Class D Concrete	2,828.32	54.0 Cu. Yds.	42.20	25.00	1,350.00
Metal Reinforcement	253.52	4,400 Lbs.	0.059	0.05	220.00
Timber Piling	410.00	1,745 Lin. Ft.	0.235	1.00	1,745.00
Crushed Gravel Surfacing	260.91	141 Cu. Yds.	1.85		282.00
PA #1 Move Power Line	105.60	100%			120.00
Force Account Work	667.02				667.02
Cattle Pass	729.40				750.00
	$ 98,012.22				$ 106,236.14

SUMMARY

Gross Earned	$ 106,236.14
Total Cost	98,012.22
Net Profit to Date	$ 8,223.92

Net Profit Equals 7.74% of Earnings

Contract 1771, Prefix 10-1013

DETAILS OF COST

Labor:				
Labor			$ 32,348.44	
Supervision (E. C. Hall at $300 per mo. included)			3,981.06	
State Industrial Accident Insurance (3% payroll)			1,067.92	
Materials:				$ 37,397.42
8" Drain Tile	244 Lin. Ft.	at $0.30	73.20	
12" Corr. Iron Pipe	20 Lin. Ft.	at 0.963	19.26	
18" Corr. Iron Pipe	276 Lin. Ft.	at 1.368	377.57	
18" Corr. Iron Pipe Bands	7 Only	at 2.04	14.28	
24" Corr. Iron Pipe	100 Lin. Ft.	at 2.169	216.90	
24" Corr. Iron Pipe "	4 Only	at 2.547	10.19	
18" Concrete Pipe	270 Lin. Ft.	at 1.18	318.60	
36" Concrete Pipe	118 Lin. Ft.	at 3.87	456.66	
Pipe for Mill		.56)	127.76	
Collars		.66)		
Catch Basins Covers	6 Only	at 12.00	72.00	
Mineral Aggregate	90 Cu. Yds.	at 1.00	90.00	
Cement	116.5 Bbls.	at 2.52 Net	293.58	
Reinforcing Steel & Bend	4,400 Lbs.	at 0.341	154.71	
Timber Piling	700 Lin. Ft.	at 0.06	42.00	
Crushed Gravel Surf.	141 Cu. Yds.	at 1.50	211.50	
Water Stop for Culv.	Copper Galv.	0.22 0.0665	48.30	
Timber in Cattle Pass			393.00	
Hardware for Cattle Pass			20.00	
Expenses:				2,939.51
Equipment Rental			17,913.50	
Gas, Oil & Grease (not including trucks)			5,057.13	
Freight & Cartage 70%			928.43	
Small Tools			268.24	
Move In 70%			573.09	
Truck Rental including Gas, Oil & Grease			10,451.74	
Chargeable Repairs			410.40	
Coffer Dam Materials			343.70	
Temporary Trestle Material Less Sales Cr.			869.55	
Steel for Drilling			936.25	
Powder for Clearance			116.50	
Powder for Shooting			13,238.62	
Bond 1% Gross Earned			1,082.36	
Miscellaneous Expense			5,142.50	
Insurance			363.28	
				57,675.29
			Total Cost	$ 98,012.22

Contract 1771, Prefix 10-1015

REMARKS:

This statement includes work done on both 1771 and 1682 which is for completion of old job for bonding company.

This job was bid Oct. 9, 1935; work started Oct. 28, 1936, and is now about 65% complete. There is about 5000 cu. yds. of excavation left on Bolon Island. Permission to haul across Umpqua bridge was delayed till Feb. 25 instead of Jan. 1st as originally planned, which delayed progress.

The solid rock formation of block sandstone on Bolon Island broke too big for 1 3/4 cu. yd. shovel to handle. When shot with 20 ft. down holes on first lift, it settled back in original position, and had to be redrilled and reshot. Best results were obtained by drilling horizontal holes with about a 20 foot face springing and shot with a free flowing powder placed by air. This type shooting tipped material over so shovel could handle all but largest pieces. Cost of drilling and shooting is about 25 cents per cu. yd. of solid.

Due to difficult digging shovel has only averaged about 1200 cu. yds. per day of 3-7 hr. shifts.

A 75 h.p. diesel cat and bulldozer were used to shove rock over a 90 ft. cliff to the shovel below until a 20% incline was constructed from end of Umpqua bridge to top of cliff. Extra handling and heavy breakage on shovel increased cost.

Most of yardage on Bolon Island was to be placed across the Umpqua River to make a 25 ft. fill from bridge end across flats and for constructing fills for connecting roads. To insure continuous operation a 1000 ft. timber piling trestle was constructed from bridge end at a cost of about $2800 and proved to be a success for that purpose.

Truck haul was done with 3-8 cu. yd. Austin Western side dump wagon beds mounted on International dual drive trucks, and 2 International 4 cu. yd. end dump trucks. The 8 cu. yd. wagons have been very satisfactory on steep grades and rough fills-besides making considerable saving in congestion and spotting time at shovel.

The Class "D" concrete was bid low as contractor did not note that culvert was in tide flat below water level. Bad footage required use of double the amount of piling anticipated. This loosened the surrounding mud flat until coffer dam blew in and required 13 cu. yds. of concrete to seal. High cost of Class "D" concrete is due to these difficulties. All but 14 pieces of piling were obtained from trees felled in clearing, which reduced cost of piling.

Equipment on job includes 1-1 3/4 cu. yd. Marion gas electric shovel, 1-75 h.p. diesel cat with LeTourneau bulldozer, 1 RD 6 diesel cat and bulldozer, 3-8 cu. yd. Austin Western dual drive trucks, 2-4 cu. yd. International trucks, 2-550 cu. ft. Gardner Denver gas compressors, 5 jackhammers, 1 power grader, 3 cars and miscellaneous shop equipment.

The contractor has purchased his surfacing and oil rock at a good price and net profit at completion of the job should be about double present profit.

E. H. Clymer
Cost Analyst

By..Ross C. Miles
Ass't. Cost Analyst

140-E

x

June 8, 1936

Mr. E. L. King
Superintendent
Southern Pacific Company
Portland, Oregon

Dear Sir:

With reference to a recent conversation that I held with Mr. Farrens and Mr. Feikert in regard to the proposed new grade crossing at Reedsport, advise that the Highway Commission will be glad to sign the agreement for the occupancy of the Southern Pacific right of way at the site of the proposed grade crossing, with the understanding, of course, that the agreement will contain the clause and stipulations that have been submitted to and have been approved by this department in the past, and will appreciate your immediate permission to enter upon this property for the building of fills.

Further in reference to our conversation, will arrange to waste materials from the cut on Bolon Island along the Railroad Avenue connection over and above the amount requisite for the completion of the fill on the Oregon Coast Highway, U. S. Route 101, and the connection to the town of Reedsport, which connection involves the proposed grade crossing.

Very truly yours,

State Highway Engineer

RHB:HI
cc Mr. J. W. DeSouza
Mr. H. G. Smith
Mr. E. A. Collier

(Feikert has already given the permit for this work so that we can arrange to go ahead as soon as desired.)

June 4, 1936

Mr. E. L. King, Superintendent
Southern Pacific Company
Pacific Building
Portland, Oregon

Dear Sir:

This morning at the offices of the Public Utilities Commissioner the question of the Reedsport grade crossing was discussed with Mr. Farrens and Mr. Feikert in the light of an informal statement by Mr. T. O. Russell, Examiner for the Public Utilities Commissioner, that it might be reasonably, although not finally, expected that the order of the Public Utilities Commissioner, when entered, would grant the application of the State for the installation of the proposed new grade crossing and would deny the cross-petition of Southern Pacific Company for the closing of the existing Winchester Avenue grade crossing.

At the present time this department has materials available for building the embankment of the Umpqua connection across the railroad right of way, which materials are being secured from excavation north of the bridge and will have to be wasted if not used for this purpose.

If Southern Pacific Company will agree that if the Public Utilities Commissioner issues an order as above outlined your company will take no appeal from the portion of the order authorizing and permitting the new crossing, and will give the State Highway Commission immediate permission to enter onto the railroad right of way and to construct the necessary embankment thereon, the State Highway Commission at this time will proceed with the construction of such embankment at its own cost and expense.

If, on the other hand, the order should be issued as above stated and Southern Pacific Company will not now waive its right of appeal on the question of the installation of the proposed crossing or will not now give immediate permission to enter upon the railroad right of way and construct the railroad embankment thereon from the materials now available, and it should later develop that the State should prevail and the crossing be authorized and materials for the embankment have to be secured at a later date from other sources, then and in that event the State Highway Commission will appeal to the Public Utilities Commissioner for a modification of the order requiring Southern Pacific Company to contribute to the extent of at least fifty per cent, if not all, of the additional cost of the construction of the embankment within the railroad right of way limits.

The position of the State Highway Commission, in other words, is this: that at the present time we have materials available for the construction of the embankment and this embankment can be constructed at a very reasonable cost. If the matter is delayed through the acts of Southern Pacific Company, which would require a greater expenditure at a later date, it is only reasonable that Southern Pacific Company should bear at least half, if not all, of the additional cost involved in such construction.

In connection with the statements made above as to the waiving of appeal and the giving of permission for immediate entry, the State agrees that if these things are done the State will place waste materials on West Railroad Avenue so as to raise the grade thereof, with the view of getting it above high water, if such materials are available from the excavation work now being done north of the bridge in excess of the quantities required by the State in carrying out the purposes now contemplated to be accomplished by the disposal of such materials.

Yours very truly,

State Highway Engineer

JWD:AW
cc Mr. Fred Feikert
Mr. Paul P. Farrens
Mr. H. G. Smith

FORM 9-A-1 5M 2-35

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

140 E 7

June 6th, 1936

IN REPLY PLEASE
REFER TO FILE NO.

NOTED
State Highway Engineer

Mr. E. C. Hall
11th & Grant Streets
Eugene, Oregon

Dear Sir:

During this week I made an inspection of your work on the Gardiner-Reedsport grading, with particular reference to your request that I look over the job to see if materials should not be supplied for finishing.

For many years we have required that roadbeds be finished with the materials from the cuts, and in rocky materials we have been very careful not to damage the stability of the surfacing by placing earth materials on the top of the sub-grade.

It seems to me that there is plenty of fine material in your cut, but that you are taking no pains to segregate it from the coarse material. I would suggest that you place a light truck or two to be used exclusively in hauling fine material away from the shovel finishing the sub-grade, and that way the shovel runner will not be able to load any large rocks and will be compelled to segregate sufficient fine material.

I also wish to call your attention to the advisability of finishing the Coast Highway Section and placing the surfacing as soon as possible in order that traffic may use the road as soon as the cut is finished. It would seem that you are leaving considerable work until the last and that this will delay the use of the highway for several weeks after the cut has been taken out. If there is considerable delay in opening the road to traffic after the cut is "holed" through, it without doubt will considerably influence your request for an extension of time without penalty. If, on the other hand, the surfacing is completed to the mouth of the cut so that traffic can immediately use the road, I believe the Commission will look with more favor on your request for an extension than were the opening to be delayed several weeks while the cut is sloped and the fills finished.

Very truly yours,

R. H. BALDOCK
STATE HIGHWAY ENGINEER
By

H. G. Smith
Construction Engineer

HGS:AR

cc to: R. H. Baldock ✓

FORM S-A-1 5M 11-35
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE
H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

140 e E7

June 5, 1936

IN REPLY PLEASE
REFER TO FILE NO.

R. H. Baldock
State Highway Engr.
Salem, Oregon.

NOTED
State Highway Engineer

ATTN: H. G. SMITH

Dear Sir:

A short time ago we had a letter from Attorney Benson of Reedsport, which letter was intended to fix responsibility and future maintenance of city water pipes under State Highway fills now being constructed in Reedsport.

These fills over water pipes are being constructed in the usual manner for similar conditions and I think we should formally disclaim responsibility for maintenance of these water pipes under our fills. The pipes in general are steel although there are some wooden pipes. The life of steel and wooden pipe below tide level is short.

The Highway construction in Reedsport, particularly the Reedsport Wye, is being constructed after repeated requests from residents of the city.

Very truly yours,

E. A. COLLIER
Division Engineer

cc. R. H. Baldock

EAC:AF

FORM 2-4-1 5M 1-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

14-237

May 11, 1936

IN REPLY PLEASE REFER TO FILE NO.

R. H. Baldock
State Highway Engr.
Salem, Oregon.

NOTED
State Highway Engineer

ATTN: H. G. SMITH

Deat Sir:

Your letter of May 4th, at hand together with letter from City Attorney Benson of Reedsport, calling attention to damage done by Contractor Hall to the city water main and suggesting that steps should be taken to safeguard this pipe line crossing on the Coast Highway in Reedsport.

Mr. Hall has made complete repair of the damaged section of water pipe by putting in a new section. This water main is laid along the north side of the highway fill on Winchester Avenue and our new Coast Highway location crosses this pipe on a long skew on account of the curve which ends at the Scholfield bridge. The water pipe is covered about a foot deep at present and will be covered four or five feet deep on completion of the fill. It was suggested by the City of Reedsport that the State take up about a thousand feet of this pipe and place it on the south side of Winchester Avenue so that no fill would be laid over the water pipe.

This proceeding would have required the State to buy that much new pipe because water service could not be interrupted. The water pipe crosses under other travelled streets in Reedsport as is usual in other cities, and it seemed to me that the State should construct fill over water pipe in standard manner to avoid damage so far as possible and that should trouble develope in the future, repairs could probably be made at much less cost than would be entailed by complete reconstruction of this line at present. The City also planned that sometime in the future the water pipe would be taken off the Scholfield span. There was also suggested that this steel water pipe be enclosed in a corrugated culvert but this would involve as much cost as building new pipe on the south side of the fill.

I have directed Engineer Roberts and Contractor Hall to place the material carefully over this water pipe, and trust that there will be little cost for repairs in the future and little interruption of highway traffic or water service to Reedsport. Please advise if you wish other procedure followed.

Very truly yours,

cc. R. H. Baldock
EAC:AF

E. A. COLLIER
Division Engineer

~~Form 9-A-1~~ 5M 1-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

140 e

May 7, 1936

IN REPLY PLEASE REFER TO FILE NO.

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTENTION: H. G. SMITH

Dear Sir:

I visited the Reedsport-Gardiner job May 5th. The fill from Umpqua bridge to Scholfield bridge is practically complete except finishing the top for which suitable material from the rock cut is hard to find. The approach road to the Winchester Bay Lumber Company is finished and the bulk of material is in for street approaches. The Reedsport wye has been built from the Coast Highway to Holiday Street. There remains in the Bolon Island cut approximately a 40' lift or about 40,000 yards. The Reedsport fill is standing up in fine shape and there has been no displacement of meadow adjacent to the fill.

The Bolon Island fill has been built up with approximately 8,000 yards with bull- dozer and will require several thousand yards to complete. There has been settle- ment of this fill within the past week including a crack near the center with material on one side settling a couple of feet. We require about 6,000 yards of embankment near the cannery and I plan to put probably 6,000 yards of rocky material along the fill from the Smith Channel bridge to the north end of the project for wave protection. Total amount of rock to be hauled north from Bolon Island cut will probably not exceed 20,000 yards.

Mr. Hall would like to finish all haul to the south before he starts to the north on account of convenience of operation and for the more important reason that he can make haul to the south over the new rock fill during the present wet weather and cannot make haul over the Bolon Island fill to Smith Channel bridge without either planking or gravelling the fill.

I have given instructions for Hall to perform the following to the south:

1. Use all suitable fine material for finishing work on top of Coast Highway grade.

2. Complete approach streets.

3. Complete small amount of fill at Scholfield bridge.

4. Complete north leg of Reedsport wye to south side of Holiday Street.

5. Widen Coast Highway grade 3 feet on each side making it 44 feet wide.

This last operation will permit dumping of material on the grade and pushing over the larger rock with bulldozer and leaving of finer material on grade to fine grade with.

NOTED
Division Engineer

I have told him not to put any fill on the block where we plan the maintenance building because title has not been acquired and we could not condemn stockpile or maintenance building site under the state law. Douglas County will advertise this material for tax sale early in June and the City of Reedsport has agreed not to redeem and Douglas County I understand has agreed to give us this block provided they secure it at this sale. I have told Hall to make fill on the north leg of the Reedsport wye to south side of Holiday Street and this will cross several lots, tax delinquent to Douglas County, for which they will secure full title at their June sale. Mr. DeSousa and Mr. Parker are familiar with this situation.

We have more material apparently available to put on the Reedsport wye providing:

1. The railroad hearing is held and permission is granted for grade crossing.

2. Right of way is secured.

Descriptions were sent in by Martin a year or so ago. If you think it advisable I can use the excess material elsewhere.

One other question came up. Mr. Hall asked permission to use lifters under 40 foot face instead of taking off material according to contract in 20 foot lifts. He said he got much better fracture of material where it could be thrown down with lifters rather than shot up with 20 foot down holes. I told him he could try 26 foot lifter holes under 40 foot face provided none of the pockets were placed closer than 10 feet to the slopes of the cut. If this action does not meet your approval please advise and I will change orders but in my opinion there will be little if any damage to the slope under conditions stated above.

Mention has been made in the past about leaving an offset in the slopes of this cut and now is the time to do this if that is considered desirable. The material remaining in the cut is solid stratified sandstone and our experience indicates that it would certainly stand on ¾:1 instead of 1:1 as designed. If slopes in the remaining 40 foot lift are made ¾:1 we could leave a 10 foot offset on which growth of vegetation could be encouraged by pushing over some top soil and planting.

I talked to Mr. Baldock over the phone today concerning right of way and railroad hearing. Please advise concerning-

(1). Offset in cut slope. (2) Use of lifters in shooting 40 foot face.

I estimate with present progress that Hall will not finish this section suitable for traffic before June 15th, at the earliest.

Very truly yours,

EAC

E. A. COLLIER
Division Engineer

cc. R. H. Baldock
EAC:AF

FORM 3-A-1 3M 1-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

7 OREGON STATE HIGHWAY COMMISSION
SALEM

IN REPLY PLEASE
REFER TO FILE NO.

May 1, 1936

R. H. Baldock
State Highway Engr.
Salem, Oregon.

NOTED

ATTN: G. S. PAXSON State Highway Engineer

Dear Sir:

Attached hereto is an S.P. bill for raising communication lines at the north end of the North Bend railroad crossing which work was done in February, 1936.

This is a part of the cost of constructing this overhead crossing, and I presume Mr. Cantine or someone from your office requested this work to be done. The railroad telephone lines were on their right of way and it is a proper charge. None of my engineers appear to have been connected with this but I have approved the bill subject to your approval, and request that proper prefix be placed thereon in the Salem office.

Very truly yours,

E. A. COLLIER C
Division Engineer

cc. R. H. Baldock

EAC:AF

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1
POST OFFICE BUILDING
PORTLAND, OREGON

Stencil No. 124

IN YOUR REPLY PLEASE REFER TO FILE NO. Oregon F.A.P. 140-E

APR 21 1936

April 20, 1936

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the __________ project agreement and certificate for the above numbered project.

Very truly yours,

W. H. LYNCH
District Engineer

By L Caufield
L. J. Caufield
Highway Engineer

Encls.

Ton

Hwy. 28126

Form P. R. 2

State Oregon

Project No. 140, Section E.

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

UNITED STATES DEPARTMENT OF AGRICULTURE

WASHINGTON
GOVERNMENT PRINTING OFFICE
1933

8—5518

Form P. R. 2

PROJECT AGREEMENT

Memorandum of Agreement made this 25th day of February, 1936 by and between the Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 11th day of July, 1933, a revised project statement, which was approved by the Secretary on the 8th day of August, 1933, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for Section B of said project which were recommended for approval by the United States District Engineer on the 23rd day of September, 1935; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of twenty thousand, one hundred twenty-seven and 62/100 dollars ($20,127.62) as the share of the United States payable under said act on account of Section B of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

8—5818

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(a) By the State under Chapter 175, Laws of 1917, and Chapter 31, Laws of 1920. (Include date and citation of act of legislature by which authorized)

(b) From other sources

(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 602+13.17 at the north end of the Smith River Bridge, the north end of Section D of said project, in the W. 1/2 of Sec. 26, T. 21 S., R. 12 W., W.M., and survey station 621+50 in the N. E. 1/4 of Sec. 27, T. 21 S., R. 12 W., W.M.

, length 0.366 of a mile~~s~~, in Douglas County, being Section E of Oregon project No. 140, consisting of 0.366 of a mile~~s~~ of roadway and no bridges, of more than 20 feet clear span, known locally as the Gardiner-Smith River Section of the Oregon Coast Highway, between official control points Coos Bay and Hebo.

CHARACTER AND METHOD OF CONSTRUCTION

Article III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

8—5518

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section B of said project shall not in any event exceed the sum of twenty thousand, one hundred twenty-seven and 62/100 dollars ($20,127.62), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of thirty-two thousand, nine hundred ninety-six and 10/100 dollars ($32,996.10), the approved total estimated cost of Section B of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to the State Treasurer

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon
(Name)
of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

[redacted]

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chapter 41, Laws of 1927.
(Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the 8th day of April, 1936

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By

Chairman, State Highway Commission
(Title of officer)

By E B Aldrich

Member, State Highway Commission
(Title of officer)

By F. Linville

Member, State Highway Commission
(Title of officer)

By

(Title of officer)

By

(Title of officer)

SECRETARY OF AGRICULTURE,

By
Acting Chief, Bureau of Public Roads.

8—5518

Form PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

The Secretary of the Treasury, and

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as Project No. 140-E, State of Oregon

Second. That in accordance with said provisions I have approved the sum of $ 32,996.10 as the total estimated cost of said project, and the sum of $ 20,127.62 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this 8th day of April one thousand nine hundred and thirty-six

Secretary of Agriculture,

By

Acting Chief, Bureau of Public Roads.

FORM 8-A-1 · 5M 1-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

APR 21 1936

April 20, 1936

IN REPLY PLEASE
REFER TO FILE NO.

Mr. G. E. Roberts
Resident Engr.
Reedsport, Ore.

Dear Sir:

For your information, and due to the fact that E. C. Hall claims jackhammer men are not qualified on the Bolon Island job, arrangements have been made whereby E. C. Hall, contractor on the Gardiner-Reedsport Section of the Coast Highway, contract No. 1771, is to receive eight jackhammer men from the Portland N.R.S. office by noon, April 20th.

If these men do not arrive on April 20th, permission has been given the contractor to hire men from whatever source he desires, providing he contacts the Portland N.R.S. office before such action.

Very truly yours,

H. G. SMITH
Construction Engineer

By Ray Webber
Ray Webber
Labor Regulation Engr.

cc. R. H. Baldock
H. G. Smith
E. A. Collier

RW:AF

NOTED
State Highway Engineer

[illegible]

140 e E 7

April 14, 1936.

COST DATA TO APRIL 1, 1936.
Oregon Coast Highway, Gardiner-Reedsport Section
Grading, Surfacing & Bit. Macadam
Contract 1771, Prefix 10-1013

E. C. Hall, Contractor
Glen Roberts, Res. Const. Engineer

Item	Total Cost	Quantity	Unit Cost	Unit Bid	Gross Revenue
Clearing & Grubbing	$ 1,406.92	90%		$ 3,000.00	$ 2,700.00
Trench Excavation	177.61	183 C.Y.	0.97	1.00	183.00
Excavation, Single Class.	31,093.42	61,000 C.Y.	0.51	0.55	33,000.00
Overhaul	700.00	35,000 Y.St.	0.02	0.02	700.00
Truck Haul	5,584.50	32,850 Y.Mi.	0.17	0.15	4,927.50
8" Drain Tile	111.67	244 L.F.	0.455	0.60	146.40
12" Corrugated Iron	22.88	20 L.F.	1.14	1.50	30.00
18" " "	198.33	104 L.F.	1.90	2.50	260.00
24" " "	305.12	100 L.F.	3.05	4.00	400.00
18" Concrete Pipe	486.28	255 L.F.	1.87	2.50	637.50
36" " "	302.19	66 L.F.	4.57	6.00	396.00
Construct Timber Trestle	412.16	666.8 L.F.	0.62	2.00	1,333.60
Move Pipe Line	233.93	90%		$500 All	450.00
Catch Basins	80.60	4 Only	20.15	50.00	200.00
Class "D" Concrete	2,828.32	54 C.Y.	42.20	25.00	1,350.00
Reinforcing	253.52	4,400 Lbs.	0.059	0.05	220.00
Timber Piling	410.00	1,745 L.F.	0.235	1.00	1,745.00
	$ 44,607.45				$ 48,679.00

Gross Earnings	$ 48,679.00
Total Cost	44,607.45
Net Profit To Date	$ 4,071.55

Net Profit Equals 8.3% of the Gross Earnings

Oregon Coast Highway, Gardiner-Reedsport Section
Grading, Surfacing & Bituminous Macadam
Contract 1771, Prefix 10-1013

E. C. Hall, Contractor
Glen Roberts, Res. Const. Engineer

DETAIL OF COST

Labor:

Labor	$ 15,458.09	
Supervision (Inc. E. C. Hall 4 mo. at $300 per mo.)	2,723.28	
State Industrial Accident Insurance ($3.00 per $100)	509.44	
		$ 18,690.81

Materials:

8" Drain Tile	244	Lin. Ft.	at	0.20	48.80	
12" Corr. Iron Pipe	20	Lin. Ft.	at	0.963	19.26	
18" " " "	104	Lin. Ft.	at	1.368	142.27	
18" " " " Bands	4	Only	at	2.04	8.16	
24" " " "	100	Lin. Ft.	at	2.17	217.00	
24" " " " "	4	Only	at	2.55	10.20	
18" Concrete Pipe	255	Lin. Ft.	at	1.18	300.90	
36" Concrete Pipe	66	Lin. Ft.	at	3.87	255.42	
Wood Pipe Delivered at Reedsport	0.56 Ft. Delivered Collars 0.66 Each				141.76	
Catch Basin Tops	4	Only	at	12.00	48.00	
Mineral Aggregate	87	Cu. Yds.	at	1.00	87.00	
Cement	109¼	Bbls.	at	2.90	316.82	
Reinforcing Steel	4,400	Lbs.	at	0.0341	170.29	
Timber Piling incorporated	700	Lin. Ft.	at	0.06	42.00	
Water Stop Copper	731.8	Lbs.	at	0.06	48.30	
						1,856.18

Expense:

Equipment Rentals	9,179.00	
Gas, Oil & Grease	2,741.90	
Freight & Cartage	508.30	
Small Tools	186.75	
Freight & Cartage 30%	247.00	
Truck Rentals	4,061.87	
Chargeable Repairs	523.16	
Coffer dam Materials	384.82	
Temporary Timber Trestle Material (30%)	536.41	
Steel for Drilling	571.35	
Powder for Clearing	110.50	
Bond 1% of Gross Earned	486.79	
Miscellaneous Expense	1,335.94	
Powder for Excavation	3,186.67	
		24,060.46
		$ 44,607.45

Contract 1771, Prefix 10-1015

REMARKS:

This job was bid October 9th; work was started October 28th; and to April 1st, was about 31% complete. Permission to haul across the Umpqua Bridge was delayed until February 25th, instead of January 1st, as originally planned, which delayed progress. The excavation work north of Smith River is practically complete.

The solid rock formation of block sandstone on Bolon Island is proving extremely difficult to break up to a size that a 1 3/4 Cu. Yd. shovel can handle. The top 20-foot lift was drilled and blasted with 20-foot down holes. The rock broke large and settled back to about its original position. It was necessary to redrill and reshoot.

The contractor is experimenting with horizontal holes on 20-foot lifts. When shot, the material tips over and loosens up so that shovel can handle. The cost of drilling and blasting is about 0.22 per cu. yd.

A 75 H.P. cat and bulldozer were used to shove the rock over a 90-foot cliff to the shovel which was stationed below, until a 20% incline was constructed from the end of bridge to the top of cliff. Extra handling and breakage on shovel increased cost.

Due to difficult digging the shovel has averaged only about 1200 Cu. Yds. per day of three 7-hour shifts. Three Austin Weston side dump beds mounted on International dual drive trucks have been very satisfactory in hauling material.

A timber pile trestle was constructed at a cost of about $2800, from the south end of bridge for a distance of about 1000 feet, at 25 feet above ground level, so that weather and high tides does not interfere with construction of fill across tide flat.

The Class "D" concrete was bid low as the contractor did not note that culvert was to be placed below high tide water level. Bad footing required the use of double the amount of piling anticipated. This loosened the surrounding ground until coffer dam blew in and 13 cu. yds. of concrete were required to seal the coffer dam. The high cost of Class "D" concrete is due to the difficult location of box culvert.

All but 14 pieces of timber piling were obtained from trees felled in clearing, which reduced cost of piling.

The contractor has good equipment and a good organization, and with better weather and more experience in how to best shoot up the rock will make better progress.

E. H. Clymer
Cost Analyst

By

Ross C. Miles

FORM 9-A-1 5M 8-29

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

141-6

April 8th, 1936

IN REPLY PLEASE REFER TO FILE NO.

Mr. E. C. Hall, Contractor
11th & Grant Streets
Eugene, Oregon

NOTED
State Highway Engineer

Dear Sir:

I note by the weekly reports that you are having difficulty in getting the requisite output in the Bolon Island cut. According to that information, your daily average is only about one-half the yardage necessary to complete the cut by the 1st of June.

I realize that the weather has been very unsatisfactory for maximum output and that you are having considerable difficulty in shooting the cut, but owing to the completion of the other bridges it is very important that we open this to summer traffic not later than June 1st, and I wish to impress upon you the importance of doing everything possible to get done within that time.

Very truly yours,

R. H. BALDOCK
STATE HIGHWAY ENGINEER

By

H. G. Smith
Construction Engineer

HGS:AR

cc to: R. H. Baldock
E. A. Collier

FORM 9-A-1 5M 1-36
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE
H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

140 CE 7

April 7, 1936

IN REPLY PLEASE
REFER TO FILE NO.

State Highway Engineer

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTN: H. G. SMITH

Dear Sir:

Mr. Hall's progress on the Gardiner-Reedsport project indicates that he will not be able to finish grading by May 1st, when the Bridge Department estimates Smith River Channel Bridge will be ready to cross and unless much better progress is made he will not be able to finish by May 25th, which is ninety days after he was first permitted to cross the Umpqua River Bridge.

His average excavation since February 25th, is only two-thirds enough to finish by May 25th. I have talked with him and he states that he would not be able to work another shovel in the area he has available and that he is making every effort to increase output and that he hopes soon to have the south side of Bolon Island cut opened up so that he can make better progress.

So far the fill in Reedsport has not shown signs of bad settlement. Mr. Hall is now working on the Bolon Island fill with tractor and has moved quite a lot of rock onto this fill. During the first month of hauling over the Umpqua River Bridge he was somewhat inconvenienced by the bridge contractor's operations in completing the finish. There was some false work, which had to be dodged. Also the bridge draw was opened for testing purposes.

Very truly yours,

E. A. COLLINS
Division Engineer

cc. R. H. Baldock

FORM 5-A-1 5M 11-35

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

140

OREGON STATE HIGHWAY COMMISSION

SALEM

Feb. 15, 1936

IN REPLY PLEASE REFER TO FILE NO.

R. H. Baldock
State Highway Engr.
Salem, Ore.

ATTN: H. G. SMITH

Settlement of Bolon Island Fill

Dear Sir:

Herewith find short profile showing elevation of fill on Bolon Island, station 572 to 577 as of December 2, 1935, Jan. 6th, and Feb. 10th, 1936.

Roberts' levels indicate there has been a fairly uniform settlement of this fill with maximum approximately one foot and minimum 6 inches during this period. These levels were run on center line and it is possible of course that some parts of the grade settled a little more uneven.

Mr. Hall expects to start his shovel on the south end of the Bolon Island cut, hauling material across to the fill in Reedsport on Feb. 20th. According to present plans, I expect he will not work on the Bolon Island fill until about April.

Please send us one print of this short profile.

Very truly yours,

E. A. COLLIER
Division Engineer

cc. R. H. Baldock

EAC:AF

FORM 6-4-1, 5M 11-35
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

14" CEY

Feb. 14, 1936

IN REPLY PLEASE
REFER TO FILE NO.

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTN: H. G. SMITH

Dear Sir:

Your letter of Feb. 10th, received stating that the Commission recently authorized the expenditure of $15,000 to make the wye connection at Reedsport.

We will arrange to have any excess excavation from Hall's contract placed on the wye leading towards Gardiner.

Very truly yours,

E. A. COLLIER
Division Engineer

cc: R. H. Baldock
cc. G. E. Roberts

EAC:AF

FORM 2-N-1 500 7-35
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
EARL G. WASHBURNE, EUGENE
R. H. BALDOCK, STATE HIGHWAY ENGINEER
SALEM

S. H. BOARDMAN
STATE PARKS SUPERINTENDENT

TELEPHONE 6646

OREGON STATE PARKS COMMISSION
402 FIRST NATIONAL BANK BUILDING
SALEM, OREGON

February 13, 1936

Mr. R. H. Baldock,
State Highway Engineer
Oregon State Highway Commission,
Salem, Oregon.

Dear Mr. Baldock:

Permit me to offer a suggestion for the good of the service. On a recent trip down the coast I noticed new cut construction directly opposite the Gardiner ferry slip of the Gardiner-Reedsport ferry. The cut slope must be some seventy or eighty feet in height. The finished slope was well towards completion. Directly at the break of the top slope begins the forest. The trees are large and grouped quite heavily at this point. This particular terrain has caused trouble in previous years through sliding out along the county road. It was only last winter that a large slide occurred at this point, extending to the ferry slip and doing quite a bit of damage.

It seems as if it would be good engineering sense to cut the timber back ten or twenty feet, thus relieving the direct weight and strain at the break of slope. You may wonder why a beauty doctor would be advocating the cutting of the forest just to prevent a mud slide and possibly a few fatalities during the slide, but when you seek within the inner kernel of the doctor you sometimes find a substance that even squirrels can't dent, and that is SOMETHING. I have seen some engineers who through the continued practice of "stick and stuck" were more or less stuck in the doldrums of the seventh dimension, which is the finality in squirrel food.

The least you can do is to put a good mark in the book for the suggestion in case a future esoteric panegyric from my Department mentally nauseates you within the glittering maze of the spectrum.

Sincerely yours,

Boardman

SHB:ZR

State Parks Superintendent.

FORM S-A1 5M 11-35

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. E. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

IN REPLY PLEASE REFER TO FILE NO.

14025

RECEIVED
FEB 8 1936
OREGON

Feb. 7, 1936

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTN: H. G. SMITH

Dear Sir:

On Feb. 5th, we wrote you in regard to Price Agreement for changing water pipe on the Gardiner-Reedsport Section, contract 1771. The letter from the mill owner referred to in our letter is attached hereto.

Very truly yours,

E. A. COLLIER
Division Engineer

By CDC
C. D. Cannon
Office Engineer

cc. R. H. Baldock

CDC:AF

FORM 5-A-1 5M 11-35

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

14

RECEIVED
FEB 6 1936
OREGON
STATE HIGHWAY COMMISSION

IN REPLY PLEASE
REFER TO FILE NO.

Feb. 5, 1936

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTN: H. G. SMITH

Dear Sir:

On the Gardiner-Reedsport grading contract No. 1771, we let an item of changing water pipe at Station 541+70. At that time we expected to run this pipe under the south end of the Umpqua bridge.

Recently we have decided that considerable trouble will be experienced with this pipe if we put it in the location as bid. We believe that the ground will push up outside the toe of the slopes and disturb the pipe. Also since our first plans, lumber has been piled in such a position, that we would have to lay this pipe near the toe of the fill on the west.

We propose now, to lay this water pipe as marked in red on the attached sketch. It will be completely in the clear of our fill on this location. This change is satisfactory to both the contractor and the mill owner.

We enclose a Price Agreement with E. C. Hall for the 200 feet additional pipe required, and we will later send a letter from the mill owner.

Very truly yours,
Paul Vanscoy
PAUL VANSCOY
Acting Division Engineer

cc. R. H. Baldock
PV:AF

FORM S-A-1 5M 8-35
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

Jan. 21, 1936

IN REPLY PLEASE
REFER TO FILE NO.

NOTED
State Highway Engineer

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTN: H. G. SMITH

Dear Sir:

In answer to your letter dated Jan. 15th, regarding a complaint on the condition of the road between the ferry approach at Gardiner and the Southern Pacific Depot from Mr. Angus, Postmaster at Gardiner, would like to state that:

On January 11th, about 6-7 P.M., during the recent heavy storm, a slide on the new construction at the north ferry landing closed this road to traffic. The contractor started cleaning this slide by hand early the next morning, but was unable to make much headway. He then brought his bulldozer by scow from the Reedsport side and opened the road to travel on January 12th, at about 2 P.M.

It should hardly be expected that this road would be in good condition at this time of year as it is now under construction. However, I believe that the contractor has been doing some work on it almost every day and I do know that he has hauled some gravel to at least two points.

The mail carrier here has a low hung car and has experienced some difficulty but I do not know of the road actually being closed except as mentioned above. Our State cars do not have any difficulty.

However, I have instructed Mr. Roberts to pay particular attention to the condition of this road and keep the high centers down.

Very truly yours,

Paul VanScoy
Acting Division Engr.
Paul VanScoy

cc. R. H. Baldock

PV:AF

140-E

December 27, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement for the Gardiner-Smith River Section, F. A. Project No. 140-E.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department

Federal Aid Project
No. 143-E

GARDINER-SMITH RIVER SECTION OF

THE OREGON COAST HIGHWAY IN DOUGLAS COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, December 12, 1935

All Required		Clearing and Grubbing		$ 870.46
250	lin. ft.	Trench Excavation	$1.00	250.00
25,200	cu. yds.	Excavation, Single Classification	0.55	13,860.00
41,000	yd. stas.	Overhaul	0.02	820.00
15,300	yd. mi.	Truck Haul	0.15	2,295.00
0.37	mile	Finishing Roadbed and Slopes	400.00	148.00
400	lin. ft.	Rounding Cutbanks	0.10	40.00
120	lin. ft.	9" Perforated Corr. Iron Pipe	1.30	156.00
20	lin. ft.	12" Corr. Iron Pipe	1.50	30.00
90	lin. ft.	18" Corr. Iron Pipe	2.50	225.00
70	lin. ft.	18" Nestable Corr. Iron Pipe	2.50	175.00
20	lin. ft.	18" Concrete Pipe	2.50	50.00
60	lin. ft.	Class "D" Concrete	25.00	1,500.00
4,800	lbs.	Metal Reinforcement	0.05	240.00
750	lin. ft.	Timber Piling	1.00	750.00
3,000	cu. yds.	Crushed Gravel Surfacing	2.00	6,000.00
300	cu. yds.	Filler	0.40	120.00
600	yd. mi.	Hauling Filler	0.20	120.00
40	M-Gal.	Sprinkling	1.50	60.00
380	cu. yds.	Mineral Aggregate in Place	3.65	1,387.00
26	tons	No. 3 Road Oil in Place	30.00	780.00
4	tons	Emulsified or Cutback Asphalt in Seal Coat	30.00	120.00
		Subtotal		$29,996.46
		10% Engr. & Cont.		2,999.64
		Total		$32,996.10

Length	0.336 mile
Cost per mile	$98,202.68

Federal Aid Funds Requested- -	$20,127.62 (61%)
State Funds- -	12,868.48
	$32,996.10

State Funds for Construction: Chap. 173, laws 1917; Chap. 31, laws 1920
" " " Maintenance: Chap. 41, laws 1927

FORM S-A-1 6M 6-30
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

14[illegible]7

Dec. 5, 1933

IN REPLY PLEASE
REFER TO FILE NO.

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTN: H. C. SMITH

Dear Sir:

Please advise me concerning agreement reached with the bonding company and Mr. Hall about subcontracting the completion of the Haskin and Brooks' contract on Bolon Island. If agreement was signed I would like to have a copy.

Mr. Roberts remeasured the fill on Dec. 2nd, and finds it will take 10,303 cubic yards to complete the fill and if shrink continues at the same rate as up to date, namely 51%, it would require something over 15,000 cubic yards of excavation.

Very truly yours,

E. A. COLLIER
Division Engineer

cc. R. H. Baldock

EAC:AWF

FORM 5-A-1 5M 9-33
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

14 C 57

Dec. 3, 1935

IN REPLY PLEASE
REFER TO FILE NO.

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTN: S. H. PROBERT

Dear Sir:

Herewith copy of a letter from Resident Engineer Roberts in regard to method of showing the item of clearing and grubbing on the Gardiner-Reedsport Section estimates.

Will you please advise Mr. Roberts as to proper method with copy of your letter to our office.

Very truly yours,

E. A. COLLIER
Division Engineer

By CDC
C. D. Cannon
Office Engineer

NOTED

cc. R. H. Baldock
cc. G. E. Roberts

CDC:AWF

FORM 5-A 1 22650 2M 6-35
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE
H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

Gardiner-Reedsport

14

Nov. 7, 1935

IN REPLY PLEASE
REFER TO FILE NO.

M. C. Hall
Contractor
Eugene, Ore.

Dear Sir:

Mr. Probert is working out an agreement between the Winchester Bay Lumber Company and the State and yourself, providing for the construction of a timber trestle 20 feet wide with deck 4 inches thick instead of 16 feet wide and 3 inches thick. The 20 foot deck will require two extra stringers.

I have just telephoned to Mr. Probert your offer to construct this larger trestle for 50¢ per lineal foot in addition to your bid of $2.00 per lineal foot for the specified trestle. There was one section 20 feet wide already provided for under the bridge. I trust that an understanding can soon be reached so that the mill will cut the lumber and you can build the trestle.

I also requested the Salem office to urge early completion of the timber grill to be built at the south end of the Umpqua bridge by the present bridge contractor. You wish this done in order that you may proceed to construct your hauling trestle.

I will meet you in Reedsport tomorrow noon at the highway office.

Any additional payment over $2.00 bid price must be paid you by the mill company.

Very truly yours,

E. A. COLLIER
Division Engineer

cc. H. C. Smith
cc. S. H. Probert
cc. G. E. Roberts

EAC:AWP

FORM 5-K-1 1500 8-35

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

J. M. DEVERS
ATTORNEY

OREGON STATE HIGHWAY COMMISSION
SALEM

140 CC7
J. H. Probert

November 4, 1935

Gardiner - Reedsport

Mr. J. T. Pasquill, Administrator
John Kiernan Estate,
Failing Building,
Portland, Oregon.

Dear Sir:

Please refer to the contract dated January 13, 1935, and executed by the Highway Commission, by the President and Secretary of the Winchester Bay Lumber Company and by yourself as administrator of the John Kiernan Estate. You will recall that this agreement took out of the pending controversy for right of way at Reedsport, which matter is now pending in court as a condemnation proceeding, the issue with respect to a service road, and in that agreement the State agreed to reconstruct a roadway to furnish a service that the company now has, and the company agreed to furnish the material.

Paragraph 3 on page 3 of the agreement states that the specifications of the road to be constructed by the State should conform generally to the type of plank road now in existence. I am advised that the existing plank road is sixteen feet wide with surface planks three inches thick. Having in mind this obligation of the contract when the State awarded a contract for the construction of the road and required the contractor to build this service road, we advised the contractor, and it is so stated in our agreement with the contractor, that the service road was to be of the type and of the dimensions just mentioned.

We are advised now that Mr. Hubbard will not cut the material for this new plank road unless we make the road twenty feet wide and use four-inch planks instead of three-inch planks. We would be quite willing to do this were it not for the fact that our contractor now insists on a greater compensation to handle the larger materials.

We brought this matter to the attention of Mr. Hubbard and asked that the company stand the additional expense and he refused. Our contractor is ready to go forward with the work, but, of course, he cannot do so until the mill company cuts the materials as provided for in the agreement between the State and the mill company.

My contacts with you and the officials of the mill company have been through Mr. Parker, and his reports to me were always to the effect that you were courteous and fair in every way. I am calling this situation to your attention now to inquire whether or not the demands made by Mr. Hubbard are endorsed by you and your associates.

We are anxious to have this work go forward and will appreciate an early reply.

With kindest regards, I am

Yours very truly,

J. M. DEVERS

JMD:PW

cc E. A. Collier
S. H. Probert

FORM 2-6-1 23678 1M 6-35

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF E. A. COLLIER, DIVISION ENGINEER
ROSEBURG, OREGON

1.42 C 87

Oct. 30, 1935

R. H. Baldock
State Highway Engr.
Salem, Oregon.

Gardiner - Reedsport. - E. C. Hall contract

ATTENTION: S. H. PROBERT

Dear Sir:

You telephoned me this morning that Mr. Hubbard wanted the timber trestle approach to his mill made 20 feet wide and with 4x12 instead of 3x12 deck. This would require two additional stringers and 20 foot caps and sills and would increase the board feet of lumber by 50%. I presume the contractor would want 50% additional for the labor of placing this lumber or $1.00 per foot. I have not had a chance to talk to Hall.

As to the felloe guard and hand rail, the additional expense would depend on the design and before I can find out from Mr. Hall what he would charge us I should have at least a sketch showing the proposed felloe guard and rail. The simplest type would be a 6x8 felloe guard with 4x4 posts and 2 2x4 rails. This trestle is for the sole use of the mill company and they have operated over the present trestle, which is 16 feet wide without felloe guard or hand rail, for the past 12 or 15 years and so far as I know have never had an accident. This width and design was satisfactory to them at the time the agreement was made and I would suggest that if Mr. Hubbard wants additional width and thickness of deck he should arrange with our contractor to compensate him for any additional work.

I presume if the Bureau requires felloe guard and hand rail that we will have to place it but can see no reason for placing these additional features on our trestle which is simply designed to replace the one now in use. It is true the present one is fairly straight while ours has some curvature but the speed on this trestle has always been low and the sight distance is good. We are providing a fill with gravel surface from the highway in to the mill which will be used by everybody except the mill people themselves. In other words the general public will not use the trestle so I cannot see where the Highway Department will be responsible should an accident occur on it.

I understand contractor Hall plans to place this timber structure in the near future. He has ordered a few carpenters and they will build for him first a work shop and storage shed and then will build this trestle. I have asked Roberts to advise you direct at least 5 days in advance of starting work on this trestle. I understand also from Mr. Roberts that the mill company either has or will within the next day or two start sawing out the order of lumber and the bill, as given to them by Roberts, covered lumber according to the plans.

Very truly yours,

E A Collier

E. A. Collier
Division Engineer

cc. R. H. Baldock

EAC:AF

SHP

Tom Davis agrees to omission of hand rail.
Advised Collier by telephone.
SHP.

FORM 2-A-1 23674 5M 6-35

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

Reedsport
October 30th., 1935

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon.

Attention Mr. S. H. Probert

Dear Sir:

Mr. E. C. Hall's Foreman expects to start work on the timber trestle to the Winchester Bay Mill tuesday Nov. 5th., 1935.

Very truly yours,

Glenn E. Roberts

Glenn E. Roberts

cc Mr. R. H. Baldock
Mr. E. A. Collier

FORM 9-K-1 1500 9-33

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

J. M. DEVERS
ATTORNEY

OREGON STATE HIGHWAY COMMISSION
SALEM

October 30, 1935

Mr. James W. Ford,
% Gardiner Mill Company,
Gardiner, Oregon.

Dear Mr. Ford:

I have discussed the contents of your letter of October 28th, in which you ask for Mr. Marks further time within which to remove the building and contents from the right of way acquired for use in connection with the construction of the bridge and approaches between Reedsport and Gardiner, with Mr. Baldock and it is Mr. Baldock's idea that if we attempt to make any change we will encounter difficulties and claims with the contractor before the job is completed.

Mr. Baldock advised me that the contractor has already asked that some arrangement be made whereby he could get possession of the right of way in advance of the time which we gave Mr. Marks to clear the right of way. We would like very much to accommodate Mr. Marks, but, in view of representations already made by the contractor to Mr. Baldock, it is doubtful if any further time can be granted.

It is probable that I will go to Marshfield Friday of this week and if I do I will drop in and see you as I go by.

Yours very truly,

J. M. DEVERS

JMD:PW

cc R. H. Baldock
H. G. Smith
M. A. Collier
G. S. Paxon

FORM S-A-1 18743 15M 2-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISTER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

Reedsport
October 30th., 1935

IN REPLY PLEASE
REFER TO FILE NO.

14 [illegible]

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon.

Attention Mr. S. H. Probert

Dear Sir:

Mr. E. C. Hull's Foreman expects to start work on the timber trestle to the Winchester Bay Hill tuesday Nov. 5th., 1935.

Very truly yours,

Glenn E. Roberts

Glenn E. Roberts

cc Mr. R. H. Baldock ✓
Mr. E. A. Collier

FORM 8-A-1 5M 9-33
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

11-CE7

Oct. 30, 1935

IN REPLY PLEASE
REFER TO FILE NO.

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTENTION: S. H. PROBERT

Dear Sir:

You telephoned me this morning that Mr. Hubbard wanted the timber trestle approach to his mill made 20 feet wide and with 4x12 instead of 3x12 deck. This would require two additional stringers and 20 foot caps and sills and would increase the board feet of lumber by 50%. I presume the contractor would want 50% additional for the labor of placing this lumber or $1.00 per foot. I have not had a chance to talk to Hall.

As to the fellow guard and hand rail, the additional expense would depend on the design and before I can find out from Mr. Hall what he would charge us I should have at least a sketch showing the proposed felloe guard and rail. The simplest type would be a 6x8 felloe guard with 4x4 posts and 2 2x4 rails. This trestle is for the sole use of the mill company and they have operated over the present trestle, which is 16 feet wide without felloe guard or hand rail, for the past 12 or 15 years and so far as I know have never had an accident. This width and design was satisfactory to them at the time the agreement was made and I would suggest that if Mr. Hubbard wants additional width and thickness of deck he should arrange with our contractor to compensate him for any additional work.

I presume if the Bureau requires felloe guard and hand rail that we will have to place it but can see no reason for placing these additional features on our trestle which is simply designed to replace the one now in use. It is true the present one is fairly straight while ours has some curvature but the speed on this trestle has always been low and the sight distance is good. We are providing a fill with gravel surface from the highway in to the mill which will be used by everybody except the mill people themselves. In other words the general public would not use the trestle so I cannot see where the Highway Department will be responsible should an accident occur on it.

I understand contractor Hall plans to place this timber structure in the near future. He has ordered a few carpenters and they will build for him first a work shop and storage shed and then will build this trestle. I have asked Roberts to advise you direct at least 5 days in advance of starting work on this trestle. I understand also from Mr. Roberts that the mill company either has or will within the next day or two start sawing out the order of lumber and the bill, as given to them by Roberts, covered lumber according to the plans.

Very truly yours,

E. A. Collier
Division Engineer

cc. R. H. Baldock

EAC:AWF

140C.E.7

OREGON STATE HIGHWAY COMMISSION
SALEM

October 30, 1935

Mr. E. C. Hall
1160 Grant Street
Eugene, Oregon

Dear Sir:

We are sending to you today by express a fully executed copy of Contract No. 1771, awarded to you on October 15, 1935, for the construction of the Gardiner-Reedsport Section of the Oregon Coast Highway in Douglas County.

This copy is for your records and files.

Very truly yours,

Secretary

MBL

FORM 8-A-1 25680 2M 6-33
Commissioners
HENRY F. CABELL, Chairman, Portland
E. B. ALDRICH, Pendleton
CARL G. WASHBURNE, Eugene

H. B. GLAISYER, Secretary

R. H. BALDOCK
State Highway Engineer
Salem

OREGON STATE HIGHWAY COMMISSION
SALEM

14° CE7

Oct. 19, 1935

IN REPLY PLEASE
REFER TO FILE NO.

RECEIVED
OCT 21 1935
OREGON
STATE HIGHWAY COMMISSION

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTN: H. G. SMITH

Dear Sir:

As you may have noticed when the plans for the Reedsport-Gardiner grading and surfacing section were sent in sometime ago the fills were shown on the cross section sheets as 34 feet wide and the cuts as 38 feet. Our standard Class "C" roadbed shows 38 feet for both cuts and fills.

I directed Roberts to construct the fills according to Class "C" standards and this will increase the yardage shown in the brackets approximately 10,000 yards. We have on the island approximately 29,400 yards available for widening fills and we provided on the profile for truck haul of this material so that the cost of the job will not be increased by reason of constructing these fills to standard.

Very truly yours,

E. A. COLLIER
Division Engineer

cc. R. H. Baldock

EAC:AWF

FORM 2-6-1 23678 1M 6-35
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF E. A. COLLIER, DIVISION ENGINEER
ROSEBURG, OREGON

14C

Sept. 27, 1935

R. H. Baldock
State Highway Engr.
Salem, Oregon.

ATTN: S. H. PROBERT
GARDINER-REEDSPORT SPECIAL PROVISIONS

Dear Sir:

On page 25, special provisions first paragraph is stated "the surfacing materials in place throughout the length of the project within a very few days following completion of the bridge over the Smith River Channel".

In the third paragraph, same page, is stated "but not later than March 31st, or such later date as the new bridge over Smith River Channel has reached a state of completion, which will permit the passing of traffic over it, the grading contractor shall have brought the grading and surfacing work on the project to a state of completion, which in the opinion of the engineer is suitable and satisfactory throughout the entire length of the project for the carrying of highway traffic and failing that, he shall pay damages".

The contractor might understand the second quotation as precluding the few days mentioned in the first quotation, which will be necessary to complete the fill at the north end of the Smith River bridge after material can be hauled across the bridge from the island. I doubt the necessity of any particular explanation to the contractors but if any ask, I will tell them that they would be entitled to the few days mentioned in the first quotation before penalty is instituted against them.

Very truly yours,

E. A. COLLIER
DivisionEngineer

cc. R. H. Baldock

EAC:AWF

140-E

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREGON

September 23, 1935

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

P.S.& E. documents for Oregon Federal Aid Project 140-E, the Gardiner-Smith River Section of the Oregon Coast Highway, have today been recommended for approval, subject to final review and approval by the Chief Engineer. This is your authority for advertising.

Prompt submission of the bid tabulation and agreement estimate will be appreciated.

Very truly yours,

W H Lynch
W. H. LYNCH
District Engineer

Tor

September 23, 1935

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

P.S.& E. documents for Oregon Federal Aid Project 140-B, the Gardiner-Smith River Section of the Oregon Coast Highway, have today been recommended for approval, subject to final review and approval by the Chief Engineer. This is your authority for advertising.

Prompt submission of the bid tabulation and agreement estimate will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

140-E

September 19, 1935

Mr. T. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate to accompany plans and specifications for the Gardiner-Smith River Section, Project No. 140-E.

Five bid proposals and five sets of blueprint plans are being sent under separate cover.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department Federal Aid Project No. 140-E

GARDINER-SMITH RIVER SECTION OF THE OREGON COAST HIGHWAY IN DOUGLAS COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, September 19, 1935

All Required		Clearing and Grubbing		$ 600.00
250	lin. ft.	Trench Excavation	$ 0.70	175.00
25,200	cu. yds.	Excavation, Single Classification	0.50	12,600.00
41,000	yd. sta.	Overhaul	0.02	820.00
15,300	yd. mi.	Truck Haul	0.15	2,295.00
0.37	mile	Finishing Roadbed and Slopes	150.00	55.50
400	lin. ft.	Rounding Cutbanks	0.10	40.00
120	lin. ft.	9" Perforated Corr. Iron Pipe	0.90	108.00
20	lin. ft.	12" Corr. Iron Pipe	1.50	30.00
90	lin. ft.	18" Corr. Iron Pipe	2.50	225.00
70	lin. ft.	18" Nestable Corr. Iron Pipe	3.00	210.00
20	lin. ft.	18" Concrete Pipe	2.50	50.00
60	cu. yds.	Class "D" Concrete	27.50	1,650.00
4,800	lbs.	Metal Reinforcement	0.08	384.00
750	lin. ft.	Timber Piling	0.50	375.00
3,000	cu. yds.	Crushed Gravel Surfacing	2.00	6,000.00
300	cu. yds.	Filler	0.40	120.00
600	yd. mi.	Hauling Filler	0.20	120.00
40	M-Gal.	Sprinkling	1.50	60.00
380	cu. yds.	Mineral Aggregate in Place	3.20	1,216.00
26	tons	No. 3 Road Oil in Place	28.00	728.00
4	tons	Emulsified or Cutback Asphalt in Seal Coat	30.00	120.00
			Subtotal	$ 27,981.50
			10% Engr. & Cont.	2,798.15
			Total	$ 30,779.65

Length 0.336 mile
Cost per mile $ 91,606.10

Federal Aid Funds Requested- -	$ 18,775.58 (61%)
State Funds- -	12,004.07
	$ 30,779.65

CONTRACT#1772,

1773,

109-F Gales-Tunnel Sec., Old Oregon Trail Hwy. 1935

1772 - 1773

FA 169-7

COPY

May 26, 1938

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

In accord with the request contained in your letter of March 22, we are sending, under separate cover, three copies of easement covering those portions of Projects Nos. FA 169-D, F and G where an encroachment exists on the railroad right of way.

We are enclosing herewith a statement of constructed length for Project No. FA 169-F. Likewise is enclosed the data requested concerning inspection reports for structural steel used in the bridges on Project No. 169-G.

With reference to the length of concrete handrail on the bridge quantities for Project No. FA 169-G, the apparent overrun was occasioned by an error in the bid quantity listed in the bid proposal. The plan summary listed the correct quantity but since bids were received on the smaller amount the project agreement estimate was made to conform to the bid item, even though incorrect. The P. S. & E. estimate listed the quantities correctly.

Your inquiry concerning this overrun referred to Section F but it is our belief you had in mind Section G, since none occurred on Section F.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

UNITED STATES DEPARTMENT OF AGRICULTURE

Bureau of Public Roads
District one

C
O
P
Y

March 22, 1938

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to the final vouchers recently submitted for Oregon Federal Aid Projects 169-D, 169-F and 169-G, Gales-Lime section of the Old Oregon Trail.

We do not appear to have received copies of easements from the railroad company covering encroachments on the right of way. Will you please forward such copies as soon as possible to avoid delay in payment of the vouchers.

Your summary of completed work for Section F shows the length as 3.433 miles, which is 0.002 mile less than the project agreement length. Will you please advise what changes were made which occasioned the reduction in length.

The statement of overruns and underruns of bridge quantities on Section F does not mention the item of concrete handrail. Will you please explain the overrun, and advise if any increase in the lengths of the structures is involved.

We do not find in our files any test report for structural steel used in the bridges on Section G. Will you please furnish copies of the reports with your reply.

Very truly yours,

W. H. LYNCH
District Engineer

Baldock

RECEIVED
OCT 9 1937
FOR FILING

169-7

Final Cost Analysis NOTED Sept. 30,1937

Highway Engineer

OLD OREGON TRAIL HIGHWAY GALES-TUNNEL SECTION

Contract 1772 Prefix 1-1109

McNutt Bros., Contractors N. A. Toole, Res. Engr.

	Cost	Quantity	Unit Cost	Unit Bid	Gross Revenue
Clearing and Grubbing	$ 473.20	100%			$ 3,180.00
Trench Excavation	426.45	504.6 Cu. Yds.	.85	$1.00	504.60
Common "	36,324.62	151,352.6 " "	.24	.23	34,811.10
Solid Rock "	50,704.68	88,840.1 " "	.57	.45	39,978.05
Overhaul	7,340.42	317,411 Yd. Sta.	.023	.01	3,174.11
Truck Haul	6,854.99	36,078.9 Yd. Mi.	.19	.10	3,607.89
Finishing Roadbed & Slopes	1,550.40	3.34 Miles	465.00	200.00	668.00
Rounding Cutbanks	546.48	9,108 Lin. Ft.	0.06	0.08	728/64
Salvaging Guard Fence	362.55	2,417. " "	.15	.25	604.25
" Culvert Pipe	109.00	109 " "	1.00	1.00	109.00
18" Corr. Iron Pipe	637.44	332 " "	1.92	2.00	664.00
18" Ext,Str.Corr.Iron Pipe	301.00	140 " "	2.15	2.35	329.00
24" Corr. Iron Pipe	706.68	234 " "	3.02	3.10	725.40
36" " " "	1,023.00	186 " "	5.50	5.65	1,050.90
Gravel Topping	5,345.03	19,934. Cu. Yd.	.27	.25	4,983.50
Hauling Gravel Topping	3,993.87	30,489.9 Yd. M.	0.13	.10	3,048.99
Salvaging Surf. Materials	900.27	3,009 Cu. Yd.	0.30	.35	1,053.15
Stockpiling & Reload Salv. Surfacing Materials	277.02	1,458 " "	0.18	.25	364.50
Hauling Salv. Surf. Mat'ls.	2.70	18 Yd. M.	0.15	.15	2.70
Sprinkling	417.00	333.6 M. Gal.	1.25	1.00	333.60
Hand Placed Rock Slopes	150.10	150.1 Sq. Yd.	1.00	1.00	150.10
18" Corr. Iron Pipe P. A. #1	72.60	44 Lin. Ft.	1.65	1.65	72.60
18" Coupling Band	2.42	1 each		2.42	2.42
Stripping Filler Pits	325.04	1,625.2 Cu. Yd.	.20	.25	406.30
Force Account	15.93				15.93
Cookhouse & Camp	7,870.50	5,830 Man Days	1.35	~~1.35~~	5,830.00
	126,733.39				$ 106,398.73

Total Cost $126,733.39

Gross Revenue 106,398.73

Net Loss $ 20,334.64

E.H.Clymer
H
10/1/37

Net Loss Equals 19% of Gross Revenue

GALES-TUNNEL SECTION

Detail of Cost

LABOR:

Supervision	$ 3,670.50	
Labor	40,901.15	
State Industrial Accident Insurance	2,228.63	
Social Security & Unemployment Insurance	637.22	
		$47,437.50

MATERIALS:

18" Corr. Iron Pipe	376 Lin. Ft.	at 1.45	$ 545.20	
18" " " " Bands	9 each	" 2.15	19.35	
18" Ext. Str. Corr.Iron Pipe	140 Lin.Ft.	" 1.68	224.00	
18" " " " " "Bands	3 each	" 2.38	7.14	
24" Corr.Iron Pipe	234 Lin. Ft.	" 2.45	573.30	
24" " " " Bands	5 each	" 2.60	13.00	
36 " " "	186 Lin.Ft.	" 4.50	837.00	
36" " " "	4 each	" 4.26	17.04	
				$ 2,236.03

Equipment Rental, Supplies & Miscellaneous

Equipment Rental	$36,455.98	
Gas, Oil & grease	12,037.46	
Explosives	6,770.50	
Small Tools Supplies & Miscl	10,512.33	
Freight & Cartage	1,533.50	
Supplies for Camp & Cookhouse	4,097.80	
Miscellaneous General Expense	2,635.22	
Bond 1% of Gross Revenue	1,005.69	
Home Office 2% of Gross Revenue	2,011.38	
		$ 77,059.86
Cost Grand Total		$126,733.39

GALES TUNNEL SECTION

REMARKS:

This contract consisted of the construction of 3.43 miles of roadway. It was bid and awarded Nov. 7, 1935 and work was started Dec. 5th,

Due to non completion of bridge contract on this section the contractor was forced to discontinue operations on May 26, 1936 and moved his equipment on to a job on the Santiam Highway. On Dec. 1, 1936 the contractor moved the equipment back on this job and completed the work on April 24th, 1937.

Excavation which was the principal part of the contract was started Jan. 25, 1936. During the months of February and March excellent progress was made with three crews working a total of 20 hours per day. The winter weather was unusually severe, but very few days were lost on account of this. The excavation was done with two 75 H.P. diesel cats with scrapers, dozers, rooter and a 1½ cu.yd. gas shovel & trucks. Some of the cuts were located adjacent to the R.R. Tracks and telephone & power lines necessitating great care in the drilling & shooting operations. The rock drilled and shot very nicely.

This contract was bid too low, the contractor being $18,634 below that of the second bidder. A great part of the loss can be attributed to the failure of the bridge contractor to have bridges finished so that grading contractor could have worked unimpeded.

E.H. Clymer, Cost Analyst

By

Henry Jullum

1

RECEIVED
AUG 24 1937
STATE HIGHWAY COMMISSION

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREGON

IN YOUR REPLY PLEASE
REFER TO FILE No. 169-F

August 23, 1937

Mr. R. H. Baldock,
State Hwy. Engr.,
Salem, Oregon.

Dear Sir:

Reference is made to intermediate voucher for Oregon 169-F, Gales-Tunnel Section of the Old Oregon Trail, covering period from October 22, 1936 to August 9, 1937, submitted in amount of $16,578.00.

Attention is called to the estimated percent completed as 90%, which is based on figures showing a total of $180,449.73. We note that on copy of your estimate to the McNutt Brothers you show the participating cost for the Federal Aid project as $100,071.48, thus disregarding items under Price Agreement No. 1 and the force account claim. We do not find in our file any copy of Price Agreement No. 1.

Using the participating cost for the McNutt contract of $100,071.48 as you show them the supporting data shows a total figure of $180,002.48. This would make the estimated percent complete 89%, the estimated value of work in place $178,267.89, the pro rata amount $108,743.41, the total amount claimed, $108,743.00, and the net amount claimed $15,356.00.

We are recommending the voucher for payment in the reduced amount of $15,356.00.

Very truly yours,

W H Lynch
W. H. LYNCH
District Engineer

RECEIVED
SEP 2 1937
FOR FILING

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREGON

Stencil No. 124

IN YOUR REPLY PLEASE REFER TO FILE NO. Oregon FAP 169-F
Gales-Tunnel section
Old Oregon Trail

July 24, 1937

169-4

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

RECEIVED
[illegible] 1937
STATE HIGHWAY COMMISSION

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the modified project agreement and certificate for the above numbered project.

Very truly yours,

W. H. LYNCH
District Engineer

By L J Caufield
L. J. Caufield
Highway Engineer

Encls.

Tor.

Fl. 4/p. 27975

Section F, Oregon Federal Aid Project No. 169.

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on February 7, 1936, by the Oregon State Highway Commission, and on March 12, 1936, by the Secretary of Agriculture, the said parties entered into an agreement for the improvement of that certain road described therein and designated as Section F of Oregon Federal Aid Project No. 169; and

WHEREAS, the said State Highway Commission has requested approval of a revision of the plans, specifications and estimate approved for said Section F to provide for constructing a bituminous macadam wearing surface over the entire length of the project; and by reason thereof has requested that the estimate of cost approved for said Section F be increased from $173,461.47 to $200,301.00, and that the Federal funds approved and set aside to the credit of said Section F be increased from $105,811.49 to $122,190.00:

NOW, THEREFORE, It is hereby mutually agreed by and between the said Oregon State Highway Commission and the Secretary of Agriculture that the plans, specifications and estimate approved for said Section F be revised in the manner above indicated, and that the said project agreement be amended as follows:

The third "Whereas" paragraph shall read:

> "Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications and estimate and

the sum of one hundred twenty two thousand, one hundred ninety and 00/100 dollars ($122,190.00) as the share of the United States payable under said act on account of said Section F, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:"

Article IV shall read:

"Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of said Section F shall not in any event exceed the sum of one hundred twenty two thousand, one hundred ninety and 00/100 dollars ($122,190.00), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of two hundred thousand, three hundred one and 00/100 dollars ($200,301.00), the approved total estimated cost of said Section F."

Except as herein specifically modified, the said project agreement shall remain in full force and effect.

Showing of authority of the Highway Commission to execute agreements will be found in the agreement for Project No. 112.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, the Oregon State Highway Commission on the 29th day of May, 1937, and the Secretary of Agriculture on the 30th day of June, 1937.

OREGON STATE HIGHWAY COMMISSION

By Henry F. Cabell
Chairman, State Highway Commission

By
Member, State Highway Commission

By
Member, State Highway Commission

SECRETARY OF AGRICULTURE

By
Acting Chief, Bureau of Public Roads

Section F, Oregon Federal Aid Project No. 169.

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(*Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.*)

To

The Secretary of the Treasury, and

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as Project No. 169-F, State of Oregon

Second. That in accordance with said provisions I have approved the sum of $ 200,301.00 in lieu of the $105,811.49 approved by Cert. of March 12, 1936 as the total estimated cost of said project, and the sum of $ 128,190.00/ as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this 30th day of June, one thousand nine hundred and thirty-seven.

Secretary of Agriculture,

By

Acting Chief, Bureau of Public Roads.

U.S. GOVERNMENT PRINTING OFFICE 8—1829

FORM 2-M-1 2M 12-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

RECEIVED
JUN 10 1937
FOR FILING
169-7

RECEIVED
[illegible] - 1937
OREGON
STATE HIGHWAY COMMISSION

June 8, 1937

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

NOTED
State Highway Engineer

Dear Sir:

Replying to your letter of June 5, in which you request explanation as to high engineering costs, which amounted to 7.5%, on the Gales-Tunnel Project, Old Oregon Trail in Baker County:

This contract was awarded to McNutt Brothers on November 7, 1935 and specified an October 31, 1936 time limit, it being contemplated that the work could be finished during the summer and fall of 1936.

If this could have been done, the engineering costs would have been well below the 6% limitation. Unfortunately, the grading contractor was delayed considerably by non-completion of bridges, so that he was unable to complete the contract until April 24, 1937 and these five months extra time necessarily increased engineering costs to an amount greater than ordinarily required.

Very truly yours

WC Williams

W. C. WILLIAMS
Division Engineer

W.C.:[illegible]

cc [illegible] Smith

RECEIVED
JUN 7 1937
FOR FILING
169-2

June 7, 1937

Union Pacific Railroad Company
Portland, Oregon

Attention: S. Murray

Gentlemen:

The Gales-Tunnel project under contract to McNutt Bros., referred to in your letter of June 2, 1937, was completed April 24, 1937 and was accepted by the Highway Commission June 4, 1937.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by M. H. Milner/GS

June 3, 1937

Mr. Probert:

The job he mentiones was completed April 24, 1937. It was on the list for acceptance to day. However, I would not want to quote to day as the date of acceptance as sometimes they do not get around to routine matters and they are held over to the next meeting. I can advise you for sure to morrow.

Accepted June 4, 1937

McFarland.

Milner ✓

Form 3010
1-36-[illegible]

OMPANY

PORTLAND, OREGON

June 2, 1937.

OREGON
STATE HIGHWAY COMMISSION

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir: Attention: Mr. Probert

Re contract between the State and McNutt Brothers dated Nov. 7, 1935, for construction of 3.43 miles of highway roadbed on the Gales Tunnel Section of the old Oregon Trail in Baker County.

Will you please advise the date this contract was completed and the date that the work was accepted by the State. This is required in connection with Contractor's Surety Bond.

Yours truly,

S. MURRAY

Form 3010

UNION PACIFIC RAILROAD COMPANY

OPERATING DEPARTMENT

S. MURRAY,
RESIDENT ENGINEER

PORTLAND, OREGON

June 2, 1937.

RECEIVED
[illegible] 3 - 1937
OREGON
STATE HIGHWAY COMMISSION

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir: Attention: Mr. Probert

Re contract between the State and McNutt Brothers dated Nov. 7, 1935, for construction of 3.43 miles of highway roadbed on the Gales Tunnel Section of the old Oregon Trail in Baker County.

Will you please advise the date this contract was completed and the date that the work was accepted by the State. This is required in connection with Contractor's Surety Bond.

Yours truly,

S. MURRAY

RECEIVED
JUN 7 1937
FOR FILING

169-7

June 5, 1937

Mr. W. C. Williams
Highway Division Engineer
La Grande, Oregon

Dear Sir:

I notice from the final estimate release sheet for the Gales-Tunnel contract that the construction engineering cost for that project has been approximately 7.3 per cent.

As 7.3 per cent is unusually high for a project of this size, I would like to have you investigate the conditions which obtained on the project and report to me your findings. It might be well, also, to check over your present engineering set-up with the view of avoiding any recurrence of excessive engineering cost.

Very truly yours,

State Highway Engineer

cc H. G. Smith

FORM S-A-1 5M 2-37

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

IN REPLY PLEASE
REFER TO FILE NO.

RECEIVED
MAY 27 1937
FOR FILING
169-F

May 26,1937.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
Portland, Ore.

NOT [illegible]
[illegible] Highway Engineer

Dear Sir:

With reference to yours of May 25th, regarding the extension of time of McNutt Brothers contract #1772, Oregon Federal Aid Project #169-F, Gales Tunnel Section of the Old Oregon Trail, we find that in checking our records that the date of completion of the project was April 24th, 1937. We request that you change your records accordingly and concur in the extension of time from Jan. 31, 1937 to April 24, 1937.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

Dictated by
Chas. E. Low
H.

CC to
R. H. Baldock

#1772

RECEIVED
MAY 26 1937
FOR FILING
169-7

May 25, 1937

Maryland Casualty Company,
Hansen & Rowland, Inc. Agents,
Washington Building,
Tacoma, Washington.

Gentlemen:

You are hereby notified that State Highway Contract No. 1772 for the construction of the Gales-Tunnel Section of the Old Oregon Trail in Baker County has been completed by the contractors, McNutt Bros., and that final settlement will be made by the State with said contractors for work done under said contract on or after June 4, 1937.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as you appear as surety on the bond furnished by the above contractors. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractors in connection with this contract will be $100,568.73, including the final payment. Of this amount $15.93, was for force account work.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary.

Dict. by J. McFarland.

FORM 5-A-1 6M 3-37

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

RECEIVED
MAY 20 1937
FOR FILING
169-F

May 19th, 1937

IN REPLY PLEASE
REFER TO FILE NO.

NOTED
State Highway Engineer

Mr. W. H. Lynch
District Engineer
Bureau of Public Roads
Portland, Oregon

Dear Sir:

Will you kindly concur in an extension of time from January 31st, 1937 to May 15th, 1937, to McNutt Bros. on their contract #1772, F.A.P. 169-F, Gales-Tunnel Section of the Old Oregon Trail in Baker County.

McNutt Bros. were compelled to suspend operations during the spring of 1936 as much of the material had to be hauled across bridges still under construction. They resumed work in the fall of 1936 soon after the bridges were completed, but were again compelled to suspend operations during the winter months for the reason that satisfactory work could not be performed. This suspension was ordered by the Division Engineer.

McNutt Bros. were placed to a considerable expense by reason of the impossibility of completing the work during the spring of 1936; and therefore, the extension of time should be granted without penalty.

Very truly yours,

R. H. BALDOCK
STATE HIGHWAY ENGINEER

By

H. G. Smith
Construction Engineer

HGS:AR

cc to: R. H. Baldock

#1772

RECEIVED
MAY 18 1937
FOR FILING

169-4

May 15, 1937

Mr. W. C. Williams,
Division Engineer,
La Grande, Oregon.

Dear Sir:

We hand you herewith copy of a letter from McNutt Bros., requesting an extension of time on their contract No. 1772 - Gales-Tunnel Section.

You will please note that they have not stated any definite date to which they desire the time limit extended. However, their surety has consented to the time limit being extended to May 15th.

Please advise of your recommendation so that the matter can be presented to the Highway Commission.

Very truly yours,

Secretary.

Dict. by J. McFarland.

RECEIVED
MAY 6 1937
FOR FILING

169-7

#1772

May 6, 1937

Maryland Casualty Company,
Hansen & Rowland, Inc., Agents,
Washington Building,
Tacoma, Washington.

Gentlemen:

You are advised that it is the intention of the State Highway Commission to make semi-final payment to McNutt Bros., on Contract No. 1772 for the construction of the Gales-Tunnel Section of the Old Oregon Trail in Baker County. This payment will be made on or after May 16, 1937.

Kindly acknowledge receipt of this letter.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary.

Dict. by J. McFarland.

RECEIVED
MAY 8 1937
FOR FILING
169-F

May 6, 1937

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement for the Gales-Tunnel Section, Federal Aid Project No. 169-F.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department Federal Aid Project No. 169-F

GALES-TUNNEL SECTION OF THE
OLD OREGON TRAIL IN BAKER COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, April 20, 1937

Grading (Contract No. 1772)

All Required		Clearing and Grubbing		$ 3,180.00
900	cu. yds.	Trench Excavation	$ 1.00	900.00
152,000	cu. yds.	Common Excavation	0.23	34,960.00
86,000	cu. yds.	Solid Rock Excavation	0.45	38,700.00
364,000	yd. sta.	Overhaul	0.01	3,640.00
31,000	yd. mi.	Truck Haul	0.10	3,100.00
3.43	miles	Finishing Roadbed and Slopes	200.00	686.00
11,000	lin. ft.	Rounding Cutbanks	0.08	880.00
2,500	lin. ft.	Salvaging Guard Fence	0.25	625.00
500	lin. ft.	Salvaging Culvert Pipe	1.00	500.00
900	lin. ft.	18" Corr. Iron Pipe	2.00	1,000.00
150	lin. ft.	18" Extra Strength Corr. Iron Pipe	2.35	352.50
200	lin. ft.	24" Corr. Iron Pipe	3.10	620.00
200	lin. ft.	36" Corr. Iron Pipe	5.65	1,130.00
21,000	cu. yds.	Gravel Topping	0.25	5,250.00
42,000	yd. mi.	Hauling Gravel Topping	0.10	4,200.00
3,000	cu. yds.	Salvaging Surfacing Materials	0.35	1,050.00
1,000	cu. yds.	Stockpile and Reload Salvaged Materials	0.25	250.00
1,500	yd. mi.	Hauling Salvaged Materials	0.15	225.00
500	M-Gal.	Sprinkling	1.00	500.00
150	sq. yds.	Hand-placed Rock Slopes	1.00	150.00
				$ 101,898.50

Chicken Creek Culvert (Contract No. 1773)

40	cu. yds.	Culvert Excavation	$ 2.00	$ 80.00
42	cu. yds.	Class "D" Concrete	21.50	903.00
7,000	lbs.	Metal Reinforcement	0.06	420.00
				$ 1,403.00

Surfacing

3.33	miles	Preparation of Base	$ 100.00	$ 333.00
0.40	mile	Scarifying	200.00	80.00
4,300	cu. yds.	Mineral Aggregate in Place	2.95	12,685.00
320	tons	Asphalt in Place	29.00	9,280.00
20	M-Gal.	Sprinkling	1.50	30.00
1,100	cu. yds.	Gravel and Talus Material in Shoulders	0.50	550.00
550	cu. yds.	¾" Rock in Shoulders	1.75	962.50
4,000	yd. mi.	Hauling Shoulder Materials	0.12	480.00
				$ 24,400.50

Subtotal	$127,702
10% Engr. & Cont.	12,770
Total	$140,472

BRIDGES

Bridge No. 1779, Sta. 1582 (Contract No. 1773)

250	cu. yds.	Excavation	$ 2.50	$ 625.00
10	cu. yds.	Excavation Below Plans	4.00	40.00
85	cu. yds.	Class "B" Concrete	21.50	1,827.50
18	cu. yds.	Class "A" Concrete	21.50	387.00
120	cu. yds.	Class "D" Concrete	21.50	2,580.00
33,000	lbs.	Metal Reinforcement	0.055	1,815.00
21	M-FBM	Treated Lumber	100.00	2,100.00
40,000	lbs.	Structural Steel	0.065	2,600.00
283	lin. ft.	Composite Handrail	3.75	1,061.25
				$ 13,035.75

Bridge No. 1780, Sta. 1593+50 (Contract No. 1773)

360	cu. yds.	Excavation	2.50	$ 900.00
10	cu. yds.	Excavation Below Plans	4.00	40.00
170	cu. yds.	Class "B" Concrete	21.50	3,655.00
18	cu. yds.	Class "A" Concrete	21.50	387.00
145	cu. yds.	Class "D" Concrete	21.50	3,117.50
42,000	lbs.	Metal Reinforcement	0.055	2,310.00
28	M-FBM	Treated Lumber	100.00	2,800.00
40,000	lbs.	Structural Steel	0.065	2,600.00
343	lin. ft.	Composite Handrail	3.75	1,286.25
				$ 17,095.75

Bridge No. 2170, Sta. 1625+50 (Contract No. 1773)

280	cu. yds.	Excavation	$ 2.50	$ 700.00
10	cu. yds.	Excavation Below Plans	4.00	40.00
90	cu. yds.	Class "B" Concrete	21.50	1,935.00
17	cu. yds.	Class "A" Concrete	21.50	365.00
115	cu. yds.	Class "D" Concrete	21.50	2,472.50
33,000	lbs.	Metal Reinforcement	0.055	1,815.00
14	M-FBM	Treated Lumber	100.00	1,400.00
26,500	lbs.	Structural Steel	0.065	1,722.50
247	lin. ft.	Composite Handrail	3.75	926.25
All Required		Remove Old Bridge and Maint. Traffic		500.00
				$ 11,876.75

Bridge No. 2171, Sta. 1646+50 (Contract No. 1773)

380	cu. yds.	Excavation	$ 2.50	$ 950.00
10	cu. yds.	Excavation Below Plans	4.00	40.00
220	cu. yds.	Class "A" Concrete	21.50	4,730.00
100	cu. yds.	Class "D" Concrete	21.50	2,150.00
57,000	lbs.	Metal Reinforcement	0.055	3,135.00
234	lin. ft.	Concrete Handrail	3.75	877.50
All Required		Remove Old Bridge and Maint. Traffic		500.00
				$ 12,382.50

Subtotal, Bridges	$ 54,390
10% Engr. & Cont.	5,439
Total, Bridges	$ 59,829

Length of Roadwork	3.337 miles
" " 4 Bridges	.098 mile
Total Length	3.435 miles
Cost per mile, Roadwork	$ 43,368

SUMMARY OF FUNDS REQUESTED

Item	Total Cost	Federal Aid Funds	State Funds
Roadwork	$ 140,472	$ 85,692	$ 54,780
Bridges	59,829	36,498	23,331
	$ 200,301	$ 122,190	$ 78,111

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920
State Funds for Maintenance: Chap. 41, laws 1927

FORM S-M-1 1M 12-36
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE
H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

RECEIVED
MAY 3 1937
FOR FILING
117-1

May 1, 1937

IN REPLY PLEASE REFER TO FILE NO.

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Attention Mr. H. G. Smith, Construction Engineer

Dear Sir:

All work on the Gales-Tunnel Section of the Old Oregon Trail in Baker County was satisfactorily completed by McNutt Brothers, General Contractors, on April 24, 1937.

Total cost of the project, as indicated by the semi-final estimate is $107,196 as compared with the project authorization of $112,088. Most of this underrun was in the contingency and engineering fund, as the contract items show an underrun of $1200, or approximately 1%.

There is being attached hereto two copies of a letter addressed to me by Resident Engineer Toole, explaining variation of more than 10% on bid items.

Very truly yours

W. C. WILLIAMS
Division Engineer

WCW:MA
enc.

cc R. H. Baldock
~~J. W. Mc~~Allister

NOTED

Form 338—5M—7-36

1697

GON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending April 24, 1937

Section Gales - Tunnel

Kind of work Grading

Highway Old Oregon Trail

Section prefix 1-1109

Contractor McNutt Brothers

Contract number 1772

Date of contract November 7, 1935

Date of completion January 31, 1937

Date work started December 5, 1935

Estimated date of completion April 24, 1937

Amount of contract $ 101,898.50

Per cent of time elapsed overtime %

Estimated cost of completed project, exclusive of engineering $ 101,898.50

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date, $ 6600, 6.5 %

Date project was completed April 24, 1937

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

From Monday to Thursday a truck and blade were shaping the finished grade. A sprinkling tank hauled water every day to help set up the road. On Thursday after looking over the surface it appeared as if we had lost most of our filler in the gravel topping and if we were to continue blading we must have more filler material. It was necessary that we still continue blading as the road was not entirely set up yet. We had a few soft spots that we wanted to set up.

On Thursday we hauled out 135 yardsof S.S.M. that had been left on the old road to the left of station 1580. They continued blading until Saturday at which time we accepted the road as finished.

A small crew of men scrubbed all dirt off of the bridges along the job this week.

During the grading of the job McNutt's chipped a fewwcorners from the curbing of the bridges. To fix this McNutt's authorized getting a concrete finisher from Montag's crew and they will pay the bill.

We will have the semi-final estimate ready to send to La Grande in about three days.

Signed

Address Huntington, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

STATE PRINTING DEPT.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	3.43				
Miles partially completed					
Miles completed	3.43				
Total estimated quantities	238,000				
Estimated quantities moved or placed to date	238,000				
Average daily quantities	2000				
Average daily quantities necessary to complete project on time					
Number shifts per day	1				
Hours per shift	8				
Average force on project for week	10				

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	Baker COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men	6					4	10
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....,

Compressors ...., Bull Dozers ...., Sheet-foot rollers .... carryall, tractor, sprinkler, truck & blade

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	fair		
Monday	fair		
Tuesday	cloudy		
Wednesday	stormy		
Thursday	cloudy &	cold	
Friday	cloudy &	cold	
Saturday	fair		

#1773

RECEIVED
MAR 9 1937
FOR FILING

169-7

March 8, 1937

Great American Indemnity Company,
Harvey Wells Insurance Agency, Agents,
Failing Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 1773 for the construction of a bridge over Burnt River on the Old Oregon Trail in Baker County, has been completed by the contractors, Theo. Arens and Oregon Contracting Company, and that final settlement will be made by the State with said contractors for work done under said contract on or after March 18th, 1937.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractor in connection with this contract will be $56,390.65, including the final payment. Of this amount $116.70 was for force account work.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary.

Dict. by J. McFarland.

#1773

FORM 2-5-1 5M 9-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

G. S. PAXSON
ACTING BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

RECEIVED
MAR 11 1937
FOR FILING

February 17, 1937

169-7

Mr. H. B. Glaisyer

Office

Dear Sir:

Contract No. 1773 with Theo. Arenz & Oregon Contracting Company for the construction of four bridges over Burnt River and box culvert over Chicken Creek in Baker County was completed January 14, 1937.

Acceptance of this project and permission to pay the final estimate is hereby requested.

Very truly yours,

G. S. Paxson
Bridge Engineer

By W A Reeves
W. A. Reeves
Office Engineer

DSD:CM

APPROVED BY HIGHWAY COMMISSION
DATE Feb. 19, 1937
Secretary

RECEIVED
FEB 9 1937
FOR FILING

169-7

February 6, 1937

Mr. R. H. Baldock:

Work was completed on the Burnt River Bridges, our contract No. 1775, Oregon Contracting Company and Theodore Arens, contractors, on January 14, 1937. The contract completion date was August 31, 1936, a delay in completion of 136 days.

These delays were primarily caused by discontinuance of concreting during the cold weather of January and February of 1936; by a flood which occurred in April of 1936, and by lack of coordination between the work on the bridge contract and the grading of the approach embankments.

These matters have been presented to the Bureau of Public Roads and attached is their recommendation for their approval of this extension of time to January 14, 1937. Also attached is the consent of the bonding company to this extension.

I would recommend that the extension be granted without penalty to the contractor.

G. S. Paxson

GSP LD
Attached

cc H. B. Glaisyer ✓

FORM B-M-1 1M 7-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

RECEIVED
FEB 1 1937
FOR FILING

169-7

January 28, 1937

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Attention Mr. H. G. Smith, Construction Engineer

Dear Sir:

Preliminary plans of the Gales-Tunnel Section called for the installation of culvert pipe at Station 1600+48 and the pipe for this installation was ordered by the contractor. It was later determined, however, that placing of a pipe at this point would create bad drainage for the Union Pacific Railroad and that the condition could better be handled by eliminating the culvert and carrying the drainage along the highway side ditch for a short distance. For this reason, the contractor has left 52 feet of 18 inch pipe and two coupling bands. I am enclosing herewith ~~two~~ price agreements covering the payment to the contractor for this pipe, which will be taken over by the District Maintenance Superintendent for use as needed at other points.

Very truly yours

W. C. WILLIAMS
Division Engineer

WCW:MA
enc

cc R. H. Baldock

NOTED
State Highway Engineer

169-7

C
O
P
Y

January 22, 1937

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Reference is made to the inquiry contained in your letter of January 21, 1936, concerning the minimum thickness of the topping and surfacing on Federal Aid Projects Nos. 169-E, F and G.

Please be advised that the minimum thickness indicated on the typical cross sections should be corrected to 11" instead of 9" as submitted.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

J. W. Nash
Asst. Office Engineer

JWN:GS

Original filed in 169-E

169-7

January 21, 1937.

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Reference is made to Oregon Federal Aid Projects Nos. 169-E, F and G, the bids for which will be received February 4, 1937.

The typical section for these projects when graded shows 9" compacted thickness of topping and 2" to 3" compacted depth of salvaged surfacing material, while the typical section for the B-11 Bituminous Macadam shows the existing surfacing as 9" minimum thickness. The grading section would indicate that the minimum thickness is 11". Will you please reconcile these dimensions.

Very truly yours,

W. H. LYNCH
District Engineer

WHL:EA
cc R. H. Baldock

C S-M-1 1M 7-36

COMMISSIONERS
ENRY F. CABELL, CHAIRMAN, PORTLAND
J. B. ALDRICH, PENDLETON
E. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

RECEIVED
JAN 21 1937
FOR FILING

RECEIVED
JAN 20 1937
OREGON
STATE HIGHWAY COMMISSION

167-7

January 19, 1937

IN REPLY PLEASE REFER TO FILE NO.

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Attention Mr. H. G. Smith, Construction Engineer

Dear Sir:

I note the comments in your letter of January 18 having reference to cessation of operations by McNutt Brothers on their contract for grading the Gales Tunnel Section of the Old Oregon Trail.

I did not insinuate in any manner to contractors that they would be granted an extension of time and pointed out to them that, at the time they requested permission to shut down, their time limit would expire on January 31. On the other hand, I had to admit that they could not complete finishing operations until the weather moderated, as their section is entirely covered with snow and temperature has been well below zero with the result that the ground is frozen to such an extent that fine finishing is entirely out of the question until a thaw occurs.

They have completed all work on their section with the exception of fine finishing and placing of gravel topping and to permit the finishing of the existing roadbed with frozen materials would result in a very uneven surface if topping materials were placed on such a surface. It would, therefore, have been necessary to compel them to cease operations if they had not so requested in order to secure a satisfactory job. This office does not intimate to contractors at any time that a time extension will be granted without penalty, as I am aware of the fact that such extension can only be granted by the State Highway Commission.

McNutt Brothers will be ordered to continue and finish their contract just as soon as it is at all possible to resume work.

Very truly yours,

W. C. WILLIAMS
Division Engineer

WCW:MA
cc R. H. Baldock ✓

FORM 2-A-1 10M 10-35

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

IN REPLY PLEASE
REFER TO FILE NO.

RECEIVED
JAN 21 1937
FOR FILING

169-7

January 18th, 1937

Mr. W. C. Williams
Division Engineer
State Highway Dept.
La Grande, Oregon

Dear Sir:

I note your letter of January 15th, in which you state that McNutt Bros. have been granted permission to cease operations until the weather moderates.

The Bureau of Public Roads is very insistent that these projects be finished within contract time, and we have extended no contracts without securing the permission of the Bureau. Therefore, nothing should be done in the field which would lead the contractor to believe that he has been permitted to shut down or has been granted an extension of time.

The Bureau of Public Roads has repeatedly threatened to deduct from our estimates the $100 per day liquidated damages for all jobs not completed on time, and we would be unable to collect it from the contractor if you had given him permission or implied permission to cease operations.

The refusal of the Bureau to grant extensions of time originates either in San Francisco or Washington, and these extensions must be approved at both those headquarters. Therefore, Stoddard has no jurisdiction in the matter and apparently is not even influential in securing concurrence.

Very truly yours,

R. H. BALDOCK
STATE HIGHWAY ENGINEER

By

H. G. Smith
Construction Engineer

HGS:AR

cc to: R. H. Baldock ✓

FORM 8-A-1 10M 10-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

IN REPLY PLEASE REFER TO FILE NO.

RECEIVED
JAN 21 1937
FOR FILING

January 18th, 1937

161-7

McNutt Bros., Contractors
351½ Broadway
Eugene, Oregon

I note your letter of January 15th, in which you talk about an automatic extension of time on Contract 1772, Gales-Tunnel Section of the Old Oregon Trail. I had a great deal of trouble in securing approval from the Bureau of Public Roads for as late a completion date as January 31st, and you should use every means in your power to complete by that time if you wish to avoid the penalty specified for the job.

The Washington office of the Bureau of Public Roads is very insistent now that all projects be completed within the time limit, and consequently, it is becoming practically impossible to secure extensions. I am doing everything possible to favor the contractors, but unless they take a more serious view of the situation and regard the time limits more seriously and actually organize their forces with the time limit in view; I am afraid that shortly all extensions will be denied and that full penalties written in the contracts will be exacted.

I realize that there may be some trouble in finishing this job under present weather conditions, but I am sure that if you realize the situation and the affect which it will have upon your future extensions and those of contractors in general, that you will use every means within your power to get this job done before January 31st.

Very truly yours,

R. H. BALDOCK
STATE HIGHWAY ENGINEER

By

H. G. Smith
Construction Engineer

HGS:AR

cc to: R. H. Baldock ✓
W. C. Williams

FORM S-M-1 1M 7-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

RECEIVED
JAN 19 1937
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117-4

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

RECEIVED
JAN 18 1937
STATE HIGHWAY COMMISSION

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

January 15, 1937

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Attention Mr. H. G. Smith, Construction Engineer

Dear Sir:

McNutt Brothers have completed all grading work on the Gales-Tunnel Section with exception of fine finishing. Due to the very severe weather which is now prevailing in this territory, the contractors are unable to perform satisfactorily such finishing work and they have been granted permission to cease operations until the weather moderates, which may be anywhere from one to four weeks.

Mr. Stoddard of the Bureau of Public Roads, has made an inspection of the work and I am advised that he concurs in the opinion that the work can not be satisfactorily finished under present weather conditions.

Approximately four weeks work remains to complete the finishing and to place gravel topping thereon.

Very truly yours,

W C Williams

W. C. WILLIAMS
Division Engineer

WCW:MA

cc R. H. Baldock

RECEIVED
MAY
FOR FILING

RECEIVED
JAN 11 1937

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. 169-7

POST OFFICE BUILDING
PORTLAND, OREGON

January 8, 1937

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Federal Aid Project No. 169-F, the Gales-Tunnel section of the Old Oregon Trail, have today been recommended for approval. This is your authority to advertise for bids, subject to final review and approval by the Chief Engineer of the Bureau.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

FORM S-A-1 SM 7-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

X

169-7

November 24th, 1936

IN REPLY PLEASE REFER TO FILE NO.

Mr. H. C. Williams
Division Engineer
State Highway Dept.
La Grande, Oregon

NOTED
State Highway Engineer

Dear Sir:

It is very important that McNutt construct the low fill between the two bridges near Weatherby immediately upon repairing his equipment. I am advised indirectly through his superintendent that he does not intend to do this until the last part of the job but is preparing to construct the large fill near the auto camp first.

Please see that he rearranges his plans so as to finish the small fill immediately.

Very truly yours,

R. H. BALDOCK
STATE HIGHWAY ENGINEER

By

H. G. Smith
Construction Engineer

HGS:AR

cc to: R. H. Baldock ✓

RECEIVED
MAY 8 1937
FOR FILING

169-7

November 21, 1936

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate to accompany surfacing plans and specifications for the Gales-Tunnel Section, F. A. Project No. 169-F.

Five bid proposals and five blueprint copies of the plan summary sheet are being sent under separate cover.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ER

Encl.

Oregon State Highway Department — Federal Aid Project No. 169-F

GALES-TUNNEL SECTION OF THE
OLD OREGON TRAIL IN BAKER COUNTY

(Estimate to accompany surfacing plans and specifications. Not as basis for project agreement.)

Salem, Oregon, November 21, 1936

Grading (Contract No 1772)

All Required		Clearing and Grubbing		$ 3,180.00
900	cu. yds.	Trench Excavation	$ 1.00	900.00
152,000	cu. yds.	Common Excavation	0.23	34,960.00
86,000	cu. yds.	Solid Rock Excavation	0.45	38,700.00
364,000	yd. sta.	Overhaul	0.01	3,640.00
31,000	yd. mi.	Truck Haul	0.10	3,100.00
3.43	miles	Finishing Roadbed and Slopes	200.00	686.00
11,000	lin. ft.	Rounding Cutbanks	0.08	880.00
2,500	lin. ft.	Salvaging Guard Fence	0.25	625.00
500	lin. ft.	Salvaging Culvert Pipe	1.00	500.00
500	lin. ft.	18" Corr. Iron Pipe	2.00	1,000.00
150	lin. ft.	18" Extra Strength Corr. Iron Pipe	2.35	352.50
200	lin. ft.	24" Corr. Iron Pipe	3.10	620.00
200	lin. ft.	36" Corr. Iron Pipe	5.65	1,130.00
21,000	cu. yds.	Gravel Topping	0.25	5,250.00
42,000	yd. mi.	Hauling Gravel Topping	0.10	4,200.00
3,000	cu. yds.	Salvaging Surfacing Materials	0.35	1,050.00
1,000	cu. yds.	Stockpile and Reload Salvaged Materials	0.25	250.00
1,500	yd. mi.	Hauling Salvaged Materials	0.15	225.00
500	M-Gal.	Sprinkling	1.00	500.00
150	sq. yds.	Hand-placed Rock Slopes	1.00	150.00
				$ 101,898.50

Chicken Creek Culvert (Contract No 1773)

40	cu. yds.	Culvert Excavation	$ 2.00	$ 80.00
42	cu. yds.	Class "D" Concrete	21.50	903.00
7,000	lbs.	Metal Reinforcement	0.06	420.00
				$ 1,403.00

Surfacing

3.33	miles	Preparation of Base	$ 100.00	$ 333.00
0.40	mile	Scarifying	400.00	160.00
4,300	cu. yds.	Mineral Aggregate in Place	3.00	12,900.00

(A)

320	tons	Asphalt in Place	$ 30.00	$ 9,600.00
20	M-Gal.	Sprinkling	2.00	40.00
1,100	cu. yds.	Gravel and Talus Material in Shoulders	0.50	550.00
550	cu. yds.	¾" Rock in Shoulders	1.30	715.00
4,000	yd. mi.	Hauling Shoulder Materials	0.13	520.00
				$ 24,818

Subtotal	$ 128,119
10% Engr. & Cont.	12,811
Total	$ 140,930

BRIDGES

Bridge No. 1779, Sta. 1582 (Contract No 1773)

250	cu. yds.	Excavation	$ 2.50	$ 625.00
10	cu. yds.	Excavation Below Plans	4.00	40.00
85	cu. yds.	Class "B" Concrete	21.50	1,827.50
18	cu. yds.	Class "A" Concrete	21.50	387.00
120	cu. yds.	Class "D" Concrete	21.50	2,580.00
33,000	lbs.	Metal Reinforcement	0.055	1,815.00
21	M-FBM	Treated Lumber	100.00	2,100.00
40,000	lbs.	Structural Steel	0.065	2,600.00
283	lin. ft.	Composite Handrail	3.75	1,061.25
				$ 13,035.75

Bridge No. 1780, Sta. 1593+50 (Contract No 1773)

360	cu. yds.	Excavation	$ 2.50	$ 900.00
10	cu. yds.	Excavation Below Plans	4.00	40.00
170	cu. yds.	Class "B" Concrete	21.50	3,655.00
18	cu. yds.	Class "A" Concrete	21.50	387.00
145	cu. yds.	Class "D" Concrete	21.50	3,117.50
42,000	lbs.	Metal Reinforcement	0.055	2,310.00
28	M-FBM	Treated Lumber	100.00	2,800.00
40,000	lbs.	Structural Steel	0.065	2,600.00
343	lin. ft.	Composite Handrail	3.75	1,286.25
				$ 17,095.75

Ⓑ

Bridge No. 2170, Sta. 1625+50 (Contract No 1773)

280	cu. yds.	Excavation	$ 2.50	$ 700.00
10	cu. yds.	Excavation Below Plans	4.00	40.00
90	cu. yds.	Class "B" Concrete	21.50	1,935.00

17	cu. yds.	Class "A" Concrete	$ 21.50	$ 365.00
115	cu. yds.	Class "D" Concrete	21.50	2,472.50
33,000	lbs.	Metal Reinforcement	0.055	1,815.00
14	M-FBM	Treated Lumber	100.00	1,400.00
26,500	lbs.	Structural Steel	0.065	1,722.50
247	lin. ft.	Composite Handrail	3.75	926.25
All Required		Remove Old Bridge and Maint. Traffic		500.00
				$ 11,876.75

Bridge No. 2171, Sta. 1646+50 (Contract No. 1773)

380	cu. yds.	Excavation	$ 2.50	$ 950.00
10	cu. yds.	Excavation Below Plans	4.00	40.00
220	cu. yds.	Class "A" Concrete	21.50	4,730.00
100	cu. yds.	Class "D" Concrete	21.50	2,150.00
57,000	lbs.	Metal Reinforcement	0.055	3,135.00
234	lin. ft.	Concrete Handrail	3.75	877.50
All Required		Remove Old Bridge and Maint. Traffic		500.00
				$ 12,382.50

Subtotal, Bridges	$ 54,390
10% Engr. & Cont.	5,439
Total, Bridges	$ 59,829

Length of Roadwork	3.337 miles
" " 4 Bridges	.098 mile
Total Length	3.435 miles
Cost per mile, Roadwork	~~$ [illegible]~~ $43,368

SUMMARY OF FUNDS REQUESTED

Item	Total Cost	Federal Aid Funds	State Funds
Roadwork	$ 140,930	$ 85,965	$ 54,965
Bridges	59,829	36,495	23,334
	$ 200,759	$122,460	$ 78,299

FORM S-A-1 5M 7-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

IN REPLY PLEASE
REFER TO FILE NO.

169-F

November 5th, 1936

Mr. W. H. Lynch
District Engineer
Bureau of Public Roads
Portland, Oregon

Dear Sir:

May we have your concurrence in an extension of time on McNutt Brothers' Contract #1772, Gales-Tunnel Section in Baker County, F.A.P. 169-F, from October 31st, 1936 to January 31st, 1937.

McNutt Bros.' contract inferred that the bridges would be completed and ready for backfilling by June 30th, and further provision was made that if the bridges were not completed on time, their time limit would be extended in an amount equal to the delay in such completion. The bridges were not all completed and ready for backfilling until Sept. 30th, which according to the contract would allow a 90-day extension of time.

Since the delay was caused by no fault of the contractor, it is our recommendation that the time be extended until January 31st, 1937 without penalty.

Very truly yours,

R. H. BALDOCK
STATE HIGHWAY ENGINEER

By

H. G. Smith
Construction Engineer

Dictated by
Chas. E. Low
H

cc to: R. H. Baldock ✓

S-A-1 6M 6-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

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167-7

OREGON STATE HIGHWAY COMMISSION

SALEM

October 31, 1936.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. Glen S. Paxson,
Acting Bridge Engineer,
Office.

NOTED
State Highway Engineer

Dear Sir:

With reference to yours of October 30th, wish to advise that McNutt Bros. are moving shovel today to complete the grading at the bridge ends on the Burnt River job.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

Dictated by
Chas. E. Low
H.

CC to
R.H. Baldock

RECEIVED
NOV 4 1936
FOR FILING

169-7

#1772

October 21, 1936

McNutt Brothers,
551½ East Broadway,
Eugene, Oregon.

Attention: Mr. Earl L. McNutt.

Dear Sirs:

Receipt is acknowledged of your letter of October 19th requesting an extension of time on your contract No. 1772 - Gales Tunnel Section in Baker County.

Will you please furnish this office with the written consent of your surety on the bond furnished in connection with this contract so that the matter can be presented to the Highway Commission.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary.

Dict. by J. McFarland.

cc to W. C. Williams.

Mr. Williams:

Copy of their letter of application is enclosed herewith. Please advise of your recommendations. In making the application please state some definite date to which the time limit should be extended.

H. B. Glaisyer

FORM [illegible]

COMMISSIONERS

HENRY F. CABELL, CHAIRMAN, PORTLAND

E. B. ALDRICH, PENDLETON

F. J. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK

STATE HIGHWAY ENGINEER

SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER

LA GRANDE, OREGON

October 14, 1936

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Attention Mr. J. M. Devers, Attorney

Dear Sir:

Herewith receipt signed by Charles Hindman acknowledging payment for his claim for value of a cow killed by Union Pacific train during construction operations on the Gales Tunnel Section.

Very truly yours,

W. C. WILLIAMS
Division Engineer

WCW:MA
enc.

cc R. H. Baldock

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

163-7

August 29, 1936

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Attention Mr. J. M. Devers, Attorney

Dear Sir:

With reference to cow owned by Mr. Hindman, of Durkee, which was killed by Union Pacific train at a time when the railroad right of way fence was down on the Gales-Tunnel Section of the Old Oregon Trail in Baker County: I am enclosing herewith copy of a letter from H. J. Miller, who at that time was a Resident Engineer on the project, setting forth facts of the case.

The contractors removed the fence, which was necessary in order to proceed with the highway construction and, as stated by Mr. Miller, it was very difficult to attempt to maintain the fence while construction operations were in progress. Also, the land bordering the railroad land at this point was government land and there was no stock on the property and the need of a fence was not apparent. When stock was turned onto this government land in April, it was without the knowledge of either the Resident Engineer or the contractor and it was for this reason that suitable provisions were not made to protect the railroad right of way.

I am of the opinion that the contractor should not be held responsible for the reason that had he been required to construct a temporary fence around the scene of the construction operations, he would have been entitled to reimbursement. The cost of such a fence would have been several times the amount claimed for the cow that was killed and I would recommend that the State assume payment for the cow and absolve the contractor from blame in the matter.

Very truly yours,

W. C. WILLIAMS
Division Engineer

WCW:MA
c c.
cc R. H. Baldock

FORM 8-A-1 5M 5-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

169-

October 13th, 1936

IN REPLY PLEASE
REFER TO FILE NO.

Mr. W. C. Williams
Division Engineer
State Highway Dept.
La Grande, Oregon

NOTED
Highway Engineer

Dear Sir:

I contacted Earl McNutt by telephone, and he promised to proceed at once to the Gales-Tunnel Section to arrange for the filling in of the two small bridges near Weatherby and to ship his shovel for the remainder of the job within two weeks.

Their only available shovel is loading topping on the Santiam Highway, which must be completed this season, and there is not working season in the Cascades to make any transferal of equipment.

I believe Mr. McNutt, however, will arrange for some equipment to start the backfilling of these bridges immediately.

Very truly yours,

R. H. BALDOCK
STATE HIGHWAY ENGINEER

By

H. G. Smith
Construction Engineer

HGS:AR

cc to: R. H. Baldock ✓
McNutt Bros.

FORM B.E.1 2300 6-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

G. S. PAXSON
ACTING BRIDGE ENGINEER

169-7

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

September 22, 1936.

Theo. Arenz, and Oregon Contracting Co.,
10509 N. E. Sandy Boulevard,
Portland, Oregon.

NOTED
State Highway Engineer

Gentlemen:

In your letter of August 19, you requested an extension of time from August 31 to October 31, on your contract for the construction of the four Burnt River Bridges near Weatherby.

We have given the reasons set forth in your letter serious consideration but are not able to account for a 60 day extension as requested. Taking up the reasons for extension advanced in your letter, our analysis is as follows:

1. The increase in the depth of the pier and pedestal footings undoubtedly entitles you to some extension of time. However, the usual method of computing extensions for additions to the contract are on a percentage basis against the total contract price of the job. The final calculations are not complete as yet but it is estimated that this contract will overrun the contract amount by approximately $1,530. As a percentage on your total contract, this would account for an extension of approximately eight days.

2. When this job was advertised, it was anticipated that construction would run through the winter, and the time given for completion was estimated on that basis. Cold weather is no unusual condition in that locality, and is hardly a logical ground for an extension of time.

3. Our records show considerable damage was done to your work by the high water of February 22, and again at the middle of April. If you can give me details supporting a definite amount of delay due to reconstruction of work damaged by this flood, it may be that some extension can be granted on this ground.

4. I am unable to find where you have ever put in a requisition for skilled carpenters through the Baker employment office. All of the requisitions which I have been able to find are for semi-skilled men on a 75 cents per hour rating. The pay rolls show only three skilled carpenters on this job, all of whom were obtained outside of the employment

office. Under your contract, you are permitted to obtain skilled men from other sources than the reemployment service, and it does not seem that the furnishing of skilled carpenters is a responsibility of the reemployment service.

5. There was apparently no delay occasioned by the furnishing of structural steel. Our records show that structural steel was received at Weatherby on May 14, and that it was not until June 20, that you were ready to place steel on any of these bridges.

6. I am advised that the treated timber was ready for delivery at the treating plant on February 4, and that shipment was withheld on your order until early in March, and that you were not ready to place any of this timber until March 4.

In view of the above, please resubmit reasons why the extension of time should be granted.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

G. S. Paxson
Acting Bridge Engineer

GSP:AP

cc R. H. Baldock

August 25, 1936

Mr. G. S. Paxson
Acting Bridge Engineer
Oregon State Highway Commission
Salem, Oregon

In re: Burnt River Bridges, Contract No. 1773, Baker County
4 bridges, and 1 culvert

Dear Sir:

Bridges No. 2170 and No. 2171 have been completed for some time so that the approach fills to the bridges can be made by the grading contractor and until this is done the old steel spans cannot be dismantled and moved to Baker as provided for in our contract as the old bridges are being used for detouring traffic. This will necessarily mean setting ahead the completion date in the contract as the bridge removal work could be going on at the present time if the approach fills to the new bridges were in.

Very truly yours,

OREGON CONTRACTING CO. & THEODORE ARENZ

By____________________________

TA:h
cc W. C. Williams
R. H. Baldock

COPY

Form S-A-1 10M 4-35

Commissioners
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. JOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

149-X

OREGON STATE HIGHWAY COMMISSION

SALEM

IN REPLY PLEASE
REFER TO FILE NO.

July 18th, 1936

Mr. J. M. Devers
Attorney
Office

Dear Sir:

Herewith please find correspondence from McNutt Bros. and the Union Pacific Ry. concerning the killing of a Shorthorn cow which got upon the railroad right of way during the construction work.

According to Page 11 of our specifications, Mr. McNutt assumes all responsibility for the erection of temporary fences during the work, but you may wish to get definite information from Division Engineer Williams to make sure that the clause is enforceable. It may be that the reconstruction of the fences is being done in such a way as to eliminate the contractor's liability.

Very truly yours,

R. H. BALDOCK
STATE HIGHWAY ENGINEER
By

H. G. Smith
Construction Engineer

HGS:AR

cc to: R. H. Baldock

M 6 B-1 2000 6-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

G. S. PAXSON
ACTING BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

June 29, 1936.

Oregon Contracting Company
& Thos. Arens,
10509 N. E. Sandy Blvd.,
Portland, Oregon.

State Highway Engineer

Attention Mr. Arens

Gentlemen:

Under date of June 18, you wrote to Mr. Baldock concerning difficulties with a property owner on whose property you had stored some structural steel.

I understand that this matter has been cleared up, but for your information, I am attaching hereto a copy of a report concerning the matter from our Resident Engineer.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

G. S. Paxson
Acting Bridge Engineer

GSP:AP

cc R. H. Baldock

June 22, 1936

Mr. C. S. Paxson

Office

Dear Sir:

Please write the contractor, sending a copy of this letter so the record will be clear.

Very truly yours,

State Highway Engineer

RHB:HI

[illegible]LAND
[illegible]
[illegible], JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

G. S. PAXSON
ACTING BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
--~~SALEM~~--
Huntington

June 20,1936

[illegible] 1936

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

I interpret the letter by Mr. Theodore Arenz of June 18th as indicating that the steel I-beams were on right-of-way property claimed to be owned by the mentioned property owner.

Investigation reveals that the steel I-beams and other materials at bridges #1779 and #1780 were on the mentioned owner 's private property outside of the new highway right-of-way line.

The owner was preventing the contractor from removing the materials from his private property to the bridge site on the highway right-of-way.

The owner's motive seems to have been to hold up the bridges in an attempt to speed up settlement for his property which is now the highway right-of-way.

However, the matter has been taken care of by the contractor making compensation to the said property owner for trespassing so the work is again in progress.

Very truly yours,

Orville Kofoid

Orville Kofoid
Resident Bridge Engineer

c.c. Mr. G. S. Paxson
Mr. De Souza

FORM E-H-1 1500 3-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

J. M. DEVERS
ATTORNEY

OREGON STATE HIGHWAY COMMISSION
SALEM

167-4

Mr. Baldock

June 19, 1936

Oregon Contracting Co. & Theodore Arens
10509 Northeast Sandy Boulevard
Portland, Oregon

Gentlemen:

Reference is made to your letter of the eighteenth instant addressed to Mr. Baldock relative to Contract No. 1773, Burnt River Bridges, Baker County, Oregon.

In this letter you state that for the last three days the property owner at Bridge No. 1779, which is approximately at Station 1581, has refused to allow your men to move certain steel I-beams alongside of piers, claiming that the said I-beams are on right of way which belongs to him and for which the State has not yet made a settlement.

On November 5, 1935, we filed a complaint in the Circuit Court of the State of Oregon for Baker County condemning right of way across the property of T. A. Hosey. From Station 1581+21 to Station 1600+60 the width was fifty feet on the east side of the center line and extended to the railroad right of way on the west side of the center line. From Station 1600+60 to Station 1611+53 the width of right of way was fifty feet on each side of the center line. Under the statutes by which the State Highway Commission exercises the power of eminent domain there is granted an immediate right to take possession of the property and proceed with the work upon the filing of the complaint. We therefore have taken all steps necessary on the part of this department to put you in possession of the right of way described in the complaint, and it would not appear that there is any further responsibility on our part regarding this phase of the matter.

It does not appear from your letter but has been explained to us by Mr. W. A. Reeves that the real controversy arises out of the fact that in storing the I-beams in question you laid them at right angles to the center line and allowed a considerable length of the beams to extend over onto the property of Mr. Hosey. This, of course, is a matter over which we have no control and regarding which we can not protect you, as under your contract with the State you are liable for trespasses upon adjoining properties.

We do not know what action, if any, we could take in the matter as the difficulty appears to have arisen out of acts which are your own responsibility, and the State would have no legal foundation upon which to attempt to interfere.

Yours very truly,

J. M. DEVERS

By

J. W. DeSOUZA
Assistant Attorney

JWD:AW
cc Mr. R. H. Baldock
Mr. G. S. Paxson

See [illegible] [illegible]
[illegible] [illegible] is
on R/W Baker-Unity [illegible] same [illegible]
[illegible] 169-7. May [illegible]

169-7

TELEPHONE TRINITY 8802
OREGON CONTRACTING CO. &
Theodore Arenz
General Contractor
10509 N. E. SANDY BOULEVARD
Portland, Oregon

RECEIVED
JUN 19 1936
OREGON
STATE HIGHWAY COMMISSION

June 18, 1936

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

In re: Contract No. 1773, Burnt River Bridges, Baker County, Oregon.

For the last three days property owner at Bridge No. 1779 has refused to allow our men to move steel I-beams alongside of piers because he claims that said I-beams are on right of way property which belongs to him and for which the State has not yet made settlement. Settlement for this right of way property, as I understand it, is in the courts for determination and this property owner threatens to use force on our men if they move said I-beams. During the past five or six months he has threatened trouble but only on one occasion (for several days) did he actually interfere with our work. He now states that he intends to use this method of forcing an immediate settlement. It has now reached the point where it will be necessary to lay off our carpenters on this bridge and suspend operations. The piers are in and ready to receive I-beams after which the deck forms can be placed and the concrete poured.

Trusting you will give this matter your immediate attention, we remain

Very truly yours,

OREGON CONTRACTING CO. & THEODORE ARENZ

By Theodore Arenz

TA:h

cc Mr. G. S. Paxson
Mr. Orville Kofoid
Mr. De Souza

[illegible]

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYEN, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

1117

[illegible] 1 1936

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

June 17, 1936

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

... Highway Engineer

Attention Mr. H. G. Smith, Construction Engineer

Dear Sir:

I am enclosing herewith a bill from the Idaho Power Company in the amount of $1117.11 covering the cost of reconstructing their transmission line to permit reconstruction of the Gales-Tunnel section of the Old Oregon Trail in Baker county.

This bill, as previous bills submitted by the Idaho Power Company, is exceedingly high, but I fail to see where anything can be done about it. We are requiring the Idaho Power Company, in most instances against their will, to move their power line and, of course, must pay the cost. Resident Engineer Miller kept as accurate a check as possible on the work as it progressed in an effort to check the expenses if possible. Mr. Miller states that insofar as the man hours are concerned, he believes the bill to be O.K. There does, however, seem to be a large amount charged to materials, considering the very small amount of salvage value. Also the expenses of men are rather high.

This work has all been completed and I have approved this bill for payment. It is my thought, however, that in the future we should try to secure an estimate of cost of relocation of power lines from the Idaho Power Company and secure some kind of an agreement that they will abide within said estimate. I am thinking of the Tunnel section on which it will be necessary to move twice as many poles as were moved on the Gales-Tunnel section.

I am enclosing copy of a letter which was addressed to me by M . Kiersted, accompanying their invoice for reconstructing the pole line.

Very truly yours,

W. C. WILLIAMS
Division Engineer

WCW:MA
enc.
cc R. H. Baldock ✓

FORM 2-M-4 500 12-35

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

June 6, 1936

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Attention Mr. H. G. Smith, Construction Engineer

Dear Sir:

Mr. Lloyd Walker, Superintendent for McNutt Brothers on the Gales-Tunnel section of the Old Oregon Trail in Baker county has addressed a letter to N. A. Toole, Resident Engineer, reading as follows:

> "Owing to the fact that we have completed all the work that is possible until completion of the bridge, we are moving our machinery to another job."

It is not possible for McNutt Brothers to finish the grading contract until the bridges are completed and in my opinion it will be two or three months before the contractor can return and complete the grading work. All equipment on the job has been moved to other localities, most of the equipment, I believe, having gone to the Santiam highway.

This equipment was moved by way of Juntura where a portion of the equipment was unloaded and is now finishing the Juntura-Chimney Creek section. This finishing consists of shaping all of the gravel topping, which was placed last winter, backfilling of the bridges, which are now ready for backfill, and some minor trimming of slopes, etc., which was not completed last winter.

Very truly yours,

W C Williams

W. C. WILLIAMS
Division Engineer

WCW:MA
cc R. H. Baldock

167-4

Old Oregon Trail Highway, Gales Tunnel Section, Grading
Contract 177[illegible], Prefix 1-1109

McNutt Bros., Contractors
N. A. Toole, Resident Engineer

ITEM	Cost	Quantity		Unit Cost	Unit Bid	Gross Earned
Clearing & Grubbing	446.90	All				$ 3,180.00
Trench Excavation	269.84	337.3	Cu. Yd.	0.80	1.00	337.30
Common Excavation	25,970.49	123,669	Cu. Yd.	0.21	0.23	28,443.87
Solid Rock Excavation	29,429.49	52,711.6	Cu. Yd.	0.56	0.45	23,720.22
Overhaul	6,406.08	320,304	Yd. Sta.	0.025	0.01	3,203.04
Truck Haul	5,079.06	28,217	Yd. Mi.	0.18	0.10	2,821.70
Finishing Roadbed & Slopes	435.66	1.2	Miles	363.00	200.00	240.00
Rounding Cutbanks	327.00	5,450	Lin. Ft.	0.06	0.08	436.00
Salvaging Guard Fence	202.20	1,348	Lin. Ft.	0.15	0.25	337.00
Salvaging Culvert Pipe	27.00	27	Lin. Ft.	1.00	1.00	27.00
18" Corr. Iron Pipe	628.50	324	Lin. Ft.	1.94	2.00	648.00
24" " " "	706.60	234	Lin. Ft.	3.02	3.10	725.40
36" " " "	1,023.40	186	Lin. Ft.	5.50	5.65	1,050.90
Gravel Topping	870.77	6,242	Cu. Yd.	0.14	0.25	1,560.50
Hauling Gravel Topping	417.00	3,121	Yd. Mi.	0.133	0.10	312.10
Mess House & Lodging	4,251.23					3,227.83
	$ 76,491.22					$ 70,270.86

NOTED
State Highway Engineer

Total Cost	$ 76,491.22
Gross Earned	70,270.86
Net Loss	$ 6,220.36

Net Loss Equals 8.8% of Gross Earned

Contract 1772, Prefix 1-1109

DETAIL OF COST

Labor:

Supervision	$ 1,914.25	
Labor	24,231.09	
State Industrial Accident Insurance	1,307.35	
		$ 27,452.69

Materials:

18" Corr. Iron Pipe	324 Lin. Ft. at 1.485	481.14	
18" " " " Bands	16 Each at 2.178	34.85	
24" " " "	234 Lin. Ft. at 2.331	545.45	
24" " " " "	11 Each at 2.718	29.90	
36" " " "	186 Lin. Ft. at 4.581	852.07	
36" " " " "	9 Each at 4.329	38.96	
			1,982.37

Equipment Rental, Supplies and Miscellaneous:

Equipment Rental	$ 24,290.23	
Gas, Oil & Grease	8,410.99	
Small Tools & Misc. Supplies	1,780.81	
Explosives	5,400.00	
Drilling Supplies	126.32	
Coal for Camp & Blacksmith	392.36	
Lumber & Supplies for Camp Construction (65%)	681.02	
Mess House Supplies	1,452.36	
Shop Supplies	256.23	
Freight & Cartage	843.91	
Miscellaneous Expense	265.10	
Bonds	830.43	
Liability and Property Damage	315.11	
Home Office (3%)	2,011.29	
		47,056.16

TOTAL COST.................................. $ 76,491.22

Contract 1772, Prefix 1-1109

REMARKS:

This contract consists of the construction of 3.43 miles of roadbed. It was bid and awarded Nov. 7, 1935; work was started Dec. 5th, and on May 10th, was about 67% complete.

The clearing was very light. A crew of 20 men completed it in 4 8-hr. days. The latter part of December was devoted to the erection of a camp capable of handling about 75 men.

Excavation, which is the principal part of the contract, was started Jan. 25th. During the months of February and March, excellent progress was made with three crews working a total of 20 hours per day. The winter weather was unusually severe, but very few days were lost on account of this.

Two 75 diesel cats with scrapers, bulldozers and a rooter made excellent progress in the cuts where the amount of rock was not too great. A 1½ cu. yd. gas shovel & six 6-cu. yd. trucks also have made good progress on solid excavation & on excavation that the cats found too tough.

Some of the cuts are located adjacent to the railroad tracks and telephone and power lines, necessitating great care in the drilling and shooting operations. The rock drills and shoots easily, requiring only about 0.6 pound per cu. yd. To protect the railroad a bond was required of the contractor.

This contract was bid too low, the bid price being $18,634 below that of the second bidder. The bridge contract on this section will not be finished for a few months; this will make it necessary for the contractor to move off this job and return at bridge completion. This extra move will cost the contractor about $2800. From April on the unfinished bridge contract has tended to slow up the contractor to a marked degree, and part of the loss can be charged to this.

E. H. Clymer
Cost Analyst

ONERS
ABELL, CHAIRMAN, PORTLAND
CH, PENDLETON
ELLE, JACKSONVILLE

AISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF WM. E. CHANDLER, DIVISION ENGINEER
SALEM

161-7

May 15th, 1936

IN REPLY PLEASE REFER TO FILE NO.

Mr. W. C. Williams
Division Engineer
State Highway Dept.
La Grande, Oregon

Dear Sir:

With reference to the impaired clearance underneath the wires of the Idaho Power Company, caused by the reconstruction of the Gales Tunnel Section of the Old Oregon Trail at Station 1669+50.

The Public Utilities Commission advises that there should be a clearance of 22 feet for the power line of lines of 100,000 volt capacity, and that we should have a clearance of 18 feet for the telephone line.

You may arrange for the replacement of these poles with reference to height to give the requisite clearance.

Very truly yours,

R. H. BALDOCK
STATE HIGHWAY ENGINEER

By

H. G. Smith
Construction Engineer

HGS:AR

cc to: R. H. Baldock ✓

NOTED
State Highway Engineer

COMMISSIONERS
F. CABELL, CHAIRMAN, PORTLAND
LDRICH, PENDLETON
OU VELLE, JACKSONVILLE

. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

May 12, 1936

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Attention Mr. J. M. Devers, Attorney

Dear Sir:

I have investigated the complaint of Harold Hursh of Huntington that his property is being endangered by bank erosion caused by changing the channel of Burnt River.

I have made a personal inspection of this condition and I can find no evidence of any apparent danger to Mr. Hursh's property. According to the terms of the agreement executed with him, the Highway Commission is required to protect his property from erosion for a period of ten years, but at the present time there is no such danger and therefore, you may notify Mr. Hursh that no erosion has as yet occurred which would warrant placing of riprap.

Very truly yours,

W. C. WILLIAMS
Division Engineer

WCW:MA

cc R. H. Baldock

NOTED
State Highway Engineer

400 1-36

MISSIONERS
P. CABELL, CHAIRMAN, PORTLAND
LDRICH, PENDLETON
OU VELLE, JACKSONVILLE

J. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

May 11, 1936

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Attention Mr. H. G Smith, Construction Engineer

Dear Sir:

Due to a change in grade line of the Old Oregon Trail as reconstructed between Gales and the tunnel, we have what appears to be an impaired clearance underneath the wires of the Idaho Power Company. At station 1669+50, the highway crosses underneath the lines without necessity of moving any poles, but the revised grade line allows a clearance of only 15 feet from the private telephone line carried on the power poles and a clearance of 19 feet from the power wires.

It does not appear to me that this is sufficient clearance and authority is requested to have the wires raised to satisfactory height, the cost of which, necessarily, must be paid by the State Highway Commission.

Please advise as to what the minimum vertical clearance of these wires should be with approval of the necessary changes.

Very truly yours,

W. C. WILLIAMS
Division Engineer

NO
Highway Engineer

WCW:MA
cc R. H. Baldock

5-8-1 1M 4-36

Commissioners
NRY F. CABELL, Chairman, Portland
. ALDRICH, Pendleton
. TOU VELLE, Jacksonville

B. GLAISYER, Secretary

R. H. BALDOCK
State Highway Engineer
Salem

OREGON STATE HIGHWAY COMMISSION

Office of WM. E. CHANDLER, Division Engineer
SALEM

May 11th, 1936

In Reply Please
Refer to File No.

Mr. W. C. Williams
Division Engineer
State Highway Dept.
La Grande, Oregon

Dear Sir:

Please return the 100' scale H.C. map and profile tracing for the Burnt River dam site project. We wish to have the map traced as quickly as possible.

Very truly yours,

R. H. BALDOCK
STATE HIGHWAY ENGINEER

By

H. G. Smith
Construction Engineer

Dictated by
H. W. Hackett
R

cc to: R. H. Baldock

State Highway Engineer

167-7

May 11th, 1938

Theo. Arens and
The Oregon Contracting Co.
10508 N. E. Sandy
Portland, Oregon

Gentlemen:

Will you kindly call at my office at your earliest convenience to discuss methods of expediting the Burnt River Bridges on the Oregon Trail Highway in Baker County.

It was my understanding, from T. M. Davis, at the last Commission meeting, that you were going to eastern Oregon to arrange to take over the work from the sub-contractor and push it to an early completion, but I am informed that there is still dilly-dallying around with a few men and no progress has been made whatsoever.

This road is really in a deplorable condition for summer travel. The grading contractor has completed all the work which he can possible do prior to the completion of the bridges, and he must now lay off his forces, and the traveling public suffers the hazards and inconvenience of traveling over a construction job unnecessarily for the summer months.

It is my understanding that Jones did practically nothing during the winter months when the grading contractor was working every day, and arrangements must be perfected immediately by which work can be hastened by every practical means. The Oregon Trail is too important a highway to be left in this condition during the summer months, and I know no way in which it can be greatly improved until the bridges are completed.

Very truly yours,

R. H. BALDOCK
STATE HIGHWAY ENGINEER

169

1936

COPY

May 7, 1936

Mr. C. S. Paxson
Acting Bridge Engineer
Oregon State Highway Commission
Oregon

Dear Mr. Paxson:

Acknowledgement is made of your letter of May 1 with reference to progress being made on the Burnt River Bridges on the Old Oregon Trail Highway in Baker County.

The writer just returned from the work this morning and every effort is being made to expedite this work. Considerable difficulty is being had in obtaining competent bridge carpenters. I, personally, took the matter up with Mr. J. P. Thomas, Employment Manager at Baker, yesterday and we hope to have several additional bridge carpenters on the job before the end of the week. The flood stage in the Burnt River for the past three weeks as well as severe winter weather conditions during the months of January and February have delayed progress of the work measureably. Also, the extra depth of the footings as compared with the previous bridges built over Burnt River and the flood stage in the Burnt River to contend with have slowed up progress.

However, I feel that from here out much better progress will be made expecially in view of the fact that all the materials for the work are on the ground.

Very truly yours,

OREGON CONTRACTING CO. & THEODORE ARENZ

By______________________

cc
Bureau of Public Roads
R. H. Baldock
M. Stephenson
C. Kofoid

FORM 8-M-1 800 1-36

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

167-7

April 25, 1936

1936

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

NOTED
State Highway Engineer

Attention Mr. H. G. Smith, Construction Engineer

Dear Sir:

In the matter of construction of right of way fence by the Union Pacific System on the Gales-Tunnel Section:

Wish to advise that the fence removed by the contractor was fence along those portions where an encroachment was made on railway right of way property. My experience in the past has been that it is difficult to construct a fence satisfactory to the railroad company and that in the long run it is more economical and more satisfactory to allow them to perform their own work. Therefore, I advised them to proceed with the construction of their own fence, as the cost of the same was an obligation of the State Highway Department.

It was necessary that immediate action be taken in this matter as stock was getting onto the right of way and in fact, one cow was killed during the time the fence was down. We are keeping a check on the cost of constructing the fence in order that we may intelligently approve bills submitted by the railroad company.

Very truly yours,

W. C. WILLIAMS
Division Engineer

WCW:MA
cc R. H. Baldock

167-7

April 22nd, 1938

Mr. S. Murray
Resident Engineer
Union Pacific System
Pittock Block
Portland, Oregon

Dear Sir:

In regard to your right of way fence just east of Weatherby which it is necessary to remove prior to the grading operations.

It will be satisfactory to us if you rebuild this fence with your forces and bill us for the cost of the reconstruction. Since your posts are larger size than ordinarily carried in lumber yards and the other material is of different standards, it is preferable that the railroad do their own work in fence reconstruction.

Very truly yours,

R. H. BALDOCK
STATE HIGHWAY ENGINEER

cc to: W. C. Williams

A-1 5M 2-35

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

April 22nd, 1936

IN REPLY PLEASE
REFER TO FILE NO.

Mr. W. C. Williams
Division Engineer
State Highway Dept.
La Grande, Oregon

NOTED
State Highway Engineer

Dear Sir:

The following letter has been received from Mr. Murray of the Union Pacific System. I presume the facts are as stated--that the fence was removed; and therefore, we have advised him that he can replace it and bill us for the cost.

If you disagree with Mr. Murray's facts, please advise immediately, and in any event please keep a check on the cost so that we will have the data to approve the bill.

Very truly yours,

R. H. BALDOCK
STATE HIGHWAY ENGINEER

By

H. G. Smith
Construction Engineer

HGS:AR
Enc.

cc to: R. H. Baldock

UNION PACIFIC RAILROAD COMPANY

OPERATING DEPARTMENT

S. MURRAY,
RESIDENT ENGINEER

PORTLAND, OREGON

RECEIVED
APR 21 1936
OREGON
COMMISSION

April 17,1936

Mr.R.H.Baldock,
State Highway Engineer,
Salem,Oregon

Dear Sir:

Our Roadmaster Mr.C.A.Smith advises our Division Engineer, Mr.L.W.Althof, as follows,under date of April 11th:

> 'About 1½ miles of right of way fence on south side of track was either demolished or removed by state Highway Department in connection with grading near highway just east of Weatherby. Grading has been practically completed and we are having considerable amount of trouble with stock getting on right of way at this point. Took this matter up with Mr.Miller,State Highway Engineer in charge of this work for the State,and he requests that we arrange to reconstruct the fence and bill State Highway Department for necessary labor and material. Please advise if OK to assemble necessary material and do the necessary work on this basis.'

Please confirm request made by Mr.Miller and advise whether we should go ahead with reconstruction of fence at the State's expense.

Yours truly,

S MURRAY

RECEIVED
APR 21 1936

REFERRED TO
H G Smith
By State Highway Engineer

Please prep[illegible]
[illegible]
for [illegible]

SHIP AND TRAVEL BY RAIL

169-7

April 10, 1936

Mr. M. J. Miller
Resident Engineer
Huntington, Oregon

Dear Sir:

Reference is made to the payment of $166.60 to T. A. Hosey for constructing right of way fence on the Gales-Tunnel job.

We have changed the cost distribution as noted by you on the voucher from 1-1109-508 to 1-1903-935. As we understand it, the fence was to have been constructed by the contractor on the Gales-Tunnel Section. The property owner, however, wished to build the fence himself, which request was granted. It would seem that the cost of building the fence, being a right of way consideration, should be charged to the right of way account since it is not to be constructed by the contractor. It will not be necessary, therefore, to submit a state force work order on the Gales-Tunnel job to cover this expenditure.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by L. E. Parsons/ER

cc W. C. Williams

FORM 9-A-1 16919 15M 9-34
COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

169-7

March 30, 1935.

11-42

IN REPLY PLEASE
REFER TO FILE NO.

Mr. W. C. Williams,
Division Engineer,
La Grande, Ore.

NOTED
State Highway Engineer

Dear Sir:

I am r eturning vicinity map of Burnt River Bridge Site #1, Sta. 1582+50 and Burnt River Bridge Site #2, Sta. 1593+50.

There have been so many changes on the location map that I do not feel that the revised alignment can safely be put on in this office. Please have Miller show the revised alignment on these vicinity maps and check over the topography to make sure that it is correct. It may be possible that new maps will be advisable.

I am unable to find vicinity maps for Station 1625+50 and Station 1648 plus. Probably no vicinity maps were made since we originally contemplated the use of the existing bridges. Please have vicinity maps made for these immediately.

Our records do not show that vicinity maps were submitted on the new line which crosses near the railroad tunnel at Station 1745 or Station 1764. It is important that we have maps for the portion which we expect to let, immediately, as the Bridge Department may have an opportunity to do some work on these bridges.

Yours very truly,

R. H. BALDOCK.
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

HGS/H
CC to
R.H. Baldock

169-F

March 28, 1936

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Reference is made to your letter of March 25, 1936, containing inquiry concerning the copies of contract recently submitted to your office for the Burnt River Bridge, Project No. 169-F.

Please be advised that the special provision pages covering "Methods of Remedying Defects in Structural Steel by Welding" were inadvertently omitted in the two copies of contract submitted, and we are enclosing herewith the omitted pages that you may correct the incomplete copies.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/KR

Encl.

RECEIVED
MAR 27 1936
OREGON
STATE HIGHWAY COMMISSION

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREGON

March 25, 1936

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Reference is made to copies of contract on Oregon FAP 169-F, recently furnished this office. The certified copy appears to conform to the proposal, but the other two copies appear to be defective in that the sheet giving "Methods of Remedying Defects in Structural Steel by Welding" is omitted, and two copies of the following sheet are inserted.

If the certified copy is a true copy of the contract as signed, please furnish us with two copies of the missing sheets referred to above. We ask that you expedite this matter as much as possible, as we are holding the initial voucher in this office.

Very truly yours,

W. H. LYNCH
District Engineer

F. E. ANDREWS
Senior Highway Engineer

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

Stencil No. 124

IN YOUR REPLY PLEASE REFER TO FILE NO. Oregon 169-F

POST OFFICE BUILDING
PORTLAND, OREGON

March 25, 1936

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith, for your files, an executed copy of the ___________ project agreement and certificate for the above numbered project.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
Highway Engineer

Encls.

Hwy. 27975

Form P. R. 2
State Oregon
Project No. 169, Section F.

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

UNITED STATES DEPARTMENT OF AGRICULTURE

WASHINGTON
GOVERNMENT PRINTING OFFICE
1933

8—5518

Form P. R. 2

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 7th day of February, 1936 by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 16th day of April, 1931, a project statement, which was approved by the Secretary on the 6th day of May, 1931, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for Section F of said project which were recommended for approval by the United States District Engineer on the 22d day of October, 1935; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of one hundred five thousand, eight hundred eleven and 49/100 dollars ($105,811.49) as the share of the United States payable under said act on account of Section F of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

8—5518

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

Article I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State Chap. 175, laws 1917; Chap. 31, laws 1920 (Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

Article II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between Survey Station 1536+50 in the East ½ of Sec. 13, T. 12 S., R. 43 E., W.M., the easterly end of Section B of said project, and Station 1716+44 in the N.W. ¼ of Sec. 32, T. 12 S., R. 44 E., W.M. No exceptions

, length 3.435 miles, in Baker County, being Section F of Oregon project No. 169, consisting of 3.337 miles of roadway and 4 bridges, each of more than 20 feet clear span, 0.098 of a mile in length; known locally as the Gales-Tunnel Section of the Old Oregon Trail, between official control points "LaGrande" and "Ontario."

8—5518

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

(b) Final payment of Federal funds shall not be made on said project until rights of way satisfactory to the Secretary of Agriculture have been obtained for those portions of said project which encroach upon the right of way of the Oregon, Washington Railway and Navigation Company.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section F of said project shall not in any event exceed the sum of one hundred five thousand, eight hundred eleven and 49/100 dollars ($105,811.49), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of one hundred seventy-three thousand, four hundred sixty-one and 47/100 dollars ($173,461.47), the approved total estimated cost of Section F of said project.

PAYMENTS

Article V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to

The State Treasurer
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon
(Name)
of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

~~In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.~~

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

Article VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit:
(Include reference to statute authorizing
Chap. 41, laws 1927
funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the 12th day of March, 1936

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By

Chairman, State Highway Commission
(Title of officer)

By E B Aldrich

Member, State Highway Commission
(Title of officer)

By F L Lou Velle

Member, State Highway Commission
(Title of officer)

By

(Title of officer)

By

(Title of officer)

SECRETARY OF AGRICULTURE,

By R. E. Boykin
Acting Chief, Bureau of Public Roads.

S—5513

7

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as Project No. 169-F, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $173,461.47 as the total estimated cost of said project, and the sum of $105,811.49 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this 12th day of March one thousand nine hundred and thirty-six

SECRETARY OF AGRICULTURE,
By L. E. Boykin
Acting Chief, Bureau of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE: 1934 8-[illegible]

7

169-7

March 23, 1936

COST ANALYSIS TO MARCH 14, 1936

Old Oregon Trail, Gales-Tunnel Section, Grading, Contract 1772,
Prefix 1-1109

McNutt Bros., Contractors
H. J. Miller, Resident Engineer

NOTED
State Highway Engineer

Item	Cost	Quantity	Unit Cost	Unit Bid	Gross Revenue
Clearing & Grubbing	446.90	All			$ 3,180.00
Trench Excavation	173.42	216 Cu. Yd.	0.80	1.00	216.00
Common Excavation	19,129.00	90,203 Cu. Yd.	0.21	0.23	20,746.69
Solid Excavation	8,376.78	13,593 Cu. Yd.	0.616	0.45	6,116.85
Overhaul	3,689.50	122,020 Yd. Sta.	0.03	0.01	1,220.00
Truck Haul	278.40	870 Yd. Mile	0.32	0.10	87.00
18" Corr. Iron Pipe	279.30	148 Lin. Ft.	1.89	2.00	296.00
24" Corr. Iron Pipe	390.60	128 Lin. Ft.	3.05	3.10	396.80
36" Corr. Iron Pipe	746.36	136 Lin. Ft.	5.49	5.65	768.40
Mess House & Lodging	2,205.88				1,685.06
	$ 35,716.14				$ 34,712.80

Total Cost	$ 35,716.14
Gross Revenue	34,712.80
Net Loss	$ 1,003.34

Net Loss Equals 2.9% of Gross Revenue

C ANALYSIS TO MARCH 14, 1936

Old Oregon Trail, Gales-Tunnel Section, Grading, Contract 1772, Prefix 1-1109

McNutt Bros., Contractors
H. J. Miller, Resident Engineer

DETAIL OF COST

Labor:

Supervision	$ 824.88	
Labor	11,973.05	
State Industrial Accident Insurance	637.39	$ 13,435.32

Materials:

18" Corr. Iron Pipe	148 Lin. Ft.	at $1.45	214.60	
18" " " " Bands	6 Each	at 2.15	12.90	
24" " " "	128 Lin. Ft.	at 2.45	313.60	
24" " " " "	5 Each	at 2.60	13.00	
36" " " "	136 Lin. Ft.	at 4.50	612.00	
36" " " " "	6 Each	at 4.26	25.56	$ 1,191.66

Equipment Rental, Supplies & Miscellaneous:

Equipment Rental	$ 11,533.48	
Gas, Oil & Grease	4,242.85	
Explosives	900.00	
Small, Tools, Supplies & Misc.	627.30	
Miscellaneous Expense	148.65	
Coal for Camp & Blacksmith	261.18	
Lumber & Supplies for Camp Construction	254.81	
Mess House Supplies	1,191.38	
Freight & Cartage, Moving In & Out (40%)	443.26	
Bond (1½%, Allow ½% for railroad bond)	495.42	
General Overhead - Home Office 3%	990.83	$ 21,089.16

TOTAL COST.................................. $ 35,716.14

Old Oregon Trail, Gales-Tunnel Section, Grading, Contract 1772, Prefix 1-1109

REMARKS:

This contract consists of the construction of 3.43 miles of highway roadbed. It was bid & awarded Nov. 7, 1935; work was started Dec. 5th & on March 14th, was about 39% complete.

The clearing and grubbing was very light. A crew of 20 men completed it in 4 8-hr. days. The latter part of December was devoted to the erection of a camp capable of handling about 75 men.

Excavation which is the principal part of the contract was started Jan. 25th. Three crews working a total of 20 hours per day have made excellent progress despite unusually hard winter weather & with the loss of only a few days.

Two 75 diesel cats with scrapers, bulldozers and a rooter are making good progress in the cuts, where the amount of rock is not too great. A 1½ cu. yd. gas shovel & six 6 cu. yd. trucks are also making good progress on solid excavation and on excavation that the cats find too tough.

Some of the rock cuts are located adjacent to the railroad tracks and the telephone and power lines, necessitating great care in the drilling & shooting operations. The rock drills & shoots easily, requiring only about 0.6 pounds per cubic yard. To protect the railroad a bond was required of the contractor.

This contract was bid too low, the bid price being $18,634 below that of the second bidder. With the added amount of expense due to the extra care in the drilling & shooting operations and the expected delay in completing the bridges now under construction, on a separate contract, the contractor will in all probability take a loss on this job.

E. H. Clymer
Cost Analyst

By

H. Jullum

FORM S-A-1 8M 9-35

COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

11-9-1

January 20th, 1936

IN REPLY PLEASE
REFER TO FILE NO.

Mr. W. C. Williams
Division Engineer
State Highway Dept.
La Grande, Oregon

NOTED
State Highway Engineer

Dear Sir:

In regard to the span permissible on the Idaho Power Company's line in the vicinity of the Gales Tunnel Section, now being constructed.

The span length of 150 feet was intended to be applicable to ordinary power lines, such as serve the residential districts and was not intended necessarily to high tension lines which were designed and built on the basis of long spans. Therefore, you may move the pole at Station 1600 the requisite 10 feet even though it causes a span length of 275 feet.

Very truly yours,

R. H. BALDOCK
STATE HIGHWAY ENGINEER

By

H. G. Smith
Construction Engineer

HGS:AR

cc to: R. H. Baldock ✓

FORM 5-M-1 28156 300 10-35
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

1497

January 18, 1936

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

NOTED
Highway Engineer

Attention Mr. H. G. Smith, Construction Engineer

Dear Sir:

There have recently been issued Department instructions stating that the maximum length of span for power or telephone lines crossing state highways should be 130 feet. This brings up some complications with reference to the Idaho Power Company's line in the vicinity of the Gales-Tunnel section now being reconstructed.

This line, as you will remember, consists of long spans, the average span being from 300 to 400 feet and the present spans crossing the highway are all in excess of 130 feet. Among the poles that require moving, there is one at approximate station 1600 and this pole requires moving about 10 feet. The present span crossing the highway at this point is 265 feet in length and the question is, will it be necessary for the Idaho Power Company to put in an additional pole to shorten the span or will it be permitted to use a span length of 275 feet, which will be shorter than other crossings which will not be disturbed along the present highway.

Please advise me as soon as convenient on this matter as the Idaho Power Company are now ready to move their poles. You understand, of course, that it will be necessary for the State to pay for the moving of all poles which are on private right of way.

Very truly yours,

W. C. WILLIAMS
Division Engineer

WCW:MA
cc R. H. Baldock

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE REFER TO
FILE NO.

POST OFFICE BUILDING
PORTLAND, OREG.

January 9, 1936.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

With reference to our letter of October 22, 1935, authorizing advertising and your letter of December 27, 1935, transmitting project agreement estimate for Oregon Federal Aid Project 169-F, the Gales-Tunnel Section of the Old Oregon Trail, we still lack copies of easements for right of way encroachments from the Union Pacific Railway Company to complete the file.

We would appreciate receiving these documents as soon as reasonably possible.

We have reduced bridge length on the estimate .003 mile and raised roadway length, in order to agree with lengths as shown on the plans.

Very truly yours,

W. H. Lynch
District Engineer

BY: F. E. Andrews,
Sr. Highway Engineer.

FORM 5-A-1 6M 9-35
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

16 9 7

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

January 8th, 1936

IN REPLY PLEASE
REFER TO FILE NO.

Mr. Henry Miller
Resident Engineer
State Highway Dept.
Huntington, Oregon

State Highway Engineer

Dear Sir:

We have found that considerable difficulty is being experienced in getting relief labor to accept work on the contract jobs, as they are able to fill in on W.P.A. jobs close to home and get by on relief labor wages.

However, this is not the purpose of the appropriation for highway work, and it is very essential that the Highway Department make adequate showing as employers of relief labor.

Please keep in close touch with the men as they report on the Gales Tunnel Section, to see that they are actually from the relief rolls and not merely unemployed labor. If a large percentage of them are not from the relief rolls, please contact the District Manager of the National Reemployment Service and endeavor to secure his cooperation in the assignment of the proper men from the relief rolls. Mr. Webber will make a personal inspection of your project from time to time, and you should secure any assistance from him necessary, to that end.

Very truly yours,

R. H. BALDOCK
STATE HIGHWAY ENGINEER

By

H. G. Smith
Construction Engineer

HGS:AR

cc to: R. H. Baldock ✓
W. C. Williams
Bureau of Public Roads

169-F

January 2, 1936

Theo. Arenz and
Oregon Contracting Co.,
10509 N. E. Sandy,
Portland, Oregon.

Gentlemen:

We are today sending to you by express a fully executed copy of contract No. 1773 awarded to you on November 7, 1935, for the construction of four bridges over Burnt River and one concrete box culvert over Chicken Creek on the Old Oregon Trail Highway, near Weatherby in Baker County.

This copy is for your records and files.

Yours very truly,

Secretary

D

169-7

December 28, 1935.

Mr. W. C. Williams
Division Engineer
La Grand, Oregon

Dear Sir:

Reference is made to your letter of December 23, advising that the Idaho Power Company had requested permission to send a heavy line truck into this state to be used in moving certain poles in the Gales-Tunnel section.

We have made inquiry at the Secretary of States office and he advises that under the law, it will be necessary for the vehicle to be licensed. Inquiry also was made at the office of the Public Utilities Commissioner and he advises that a fee in the sum of $2.50 will be required, plus whatever the necessary insurance is.

As we have nothing to do with the licensing of vehicles, the matter should be referred to the Secretary of State and the Public Utilities Commissioner.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

JM:CE

December 26, 1935

H. B. G.

Have investigated this as far as I can. Public Service Commissioner advises that $2.50 fee will be required plus insurance.

Flannery advises that Oregon License will be required as this state has no agreement with Idaho except for farm trucks. Under the above circumstances there is nothing we can do.

J. MCFarland.

I am advised by the Idaho Power Company that it will be necessary to send a heavy line truck from Idaho to assist in these moving operations. The Idaho Power Company officials advise me that their line truck is not P.U.C. licensed in Oregon and does not carry proper license plates under the Oregon registration law. Owing to the fact that the truck will be used only a short time in the state of Oregon, they do not wish to go to the expense of two registrations and wish to know what is necessary to operate the truck in Oregon during the moving of these poles with their present licensing.

Please advise me at your early convenience.

Very truly yours,

W. C. WILLIAMS
Division Engineer

WCW:MA

cc R. H. Baldock

Jim
find out from Sec'y of State
and P.U.C. what requirements are
HBG

10-35
IONERS
F. CABELL, CHAIRMAN, PORTLAND
B. ALDRICH, PENDLETON
F. L. TOU VELLE, JACKSONVILLE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

December 23, 1935

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Attention Mr. H. B. Glaisyer, Secretary.

Dear Sir:

In connection with the construction of the Gales-Tunnel section of the Old Oregon Trail in Baker County, it is necessary to move several power poles belonging to the Idaho Power Company.

I am advised by the Idaho Power Company that it will be necessary to send a heavy line truck from Idaho to assist in these moving operations. The Idaho Power Company officials advise me that their line truck is not P.U.C. licensed in Oregon and does not carry proper license plates under the Oregon registration law. Owing to the fact that the truck will be used only a short time in the state of Oregon, they do not wish to go to the expense of two registrations and wish to know what is necessary to operate the truck in Oregon during the moving of these poles with their present licensing.

Please advise me at your early convenience.

Very truly yours,

W. C. WILLIAMS
Division Engineer

WCW:MA

cc R. H. Baldock

Jim
Find out from Secy of State
and P.U.C. what requirements are
HBG

169-7

December 27, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement for the Gales-Tunnel Section, F. A. Project No. 169-F.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dist. by J. W. Nash/GS

Encl.

Oregon State Highway Department Federal Aid Project No. 169-F

GALES-TUNNEL SECTION OF THE
OLD OREGON TRAIL IN BAKER COUNTY

(Estimate as basis for project agreement. Based on low bid prices).

Salem, Oregon, November 27, 1935

All Required		Clearing and Grubbing		$ 3,180.00
900	cu. yds.	Trench Excavation	$ 1.00	900.00
152,000	cu. yds.	Common Excavation	0.23	34,960.00
86,000	cu. yds.	Solid Rock Excavation	0.45	38,700.00
364,000	yd. sta.	Overhaul	0.01	3,640.00
31,000	yd. mi.	Truck Haul	0.10	3,100.00
3.43	miles	Finishing Roadbed & Slopes	200.00	686.00
11,000	lin. ft.	Rounding Cutbanks	0.08	880.00
2,500	lin. ft.	Salvaging Guard Fence	0.25	625.00
500	lin. ft.	Salvaging Culvert Pipe	1.00	500.00
500	lin. ft.	18" Corr. Iron Pipe	2.00	1,000.00
150	lin. ft.	18" Extra Strength Corr. Iron Pipe	2.35	352.50
200	lin. ft.	24" Corr. Iron Pipe	3.10	620.00
200	lin. ft.	36" Corr. Iron Pipe	5.65	1,130.00
21,000	cu. yds.	Gravel Topping	0.25	5,250.00
42,000	yds. mi.	Hauling Gravel Topping	0.10	4,200.00
3,000	cu. yds.	Salvaging Surfacing Materials	0.35	1,050.00
1,000	cu. yds.	Stockpile & Reload Salvaged Materials	0.25	250.00
1,500	yd. mi.	Hauling Salvaged Materials	0.15	225.00
500	M-Gal.	Sprinkling	1.00	500.00
150	sq. yds.	Hand-placed Rock Slopes	1.00	150.00
				$ 101,898.50

Chicken Creek Culvert

40	cu. yds.	Culvert Excavation	2.00	$ 80.00
42	cu. yds.	Class "D" Concrete	21.50	903.00
7,000	lbs.	Metal Reinforcement	0.06	420.00
				$ 1,403.00

Subtotal, Roadway	$ 103,301.50
10% Engr. & Cont.	10,330.15
Total, Roadway	$ 113,631.65

BRIDGES

Bridge No. 1779, Sta. 1582

250	cu. yds.	Excavation	$ 2.50	$ 625.00
10	cu. yds.	Excavation below Plans	4.00	40.00
85	cu. yds.	Class "B" Concrete	21.50	1,827.50
18	cu. yds.	Class "A" Concrete	21.50	387.00
120	cu. yds.	Class "D" Concrete	21.50	2,580.00
33,000	lbs.	Metal Reinforcement	0.055	1,815.00
21	M-FBM	Treated Lumber	100.00	2,100.00
40,000	lbs.	Structural Steel	0.065	2,600.00
283	lin. ft.	Composite Handrail	3.75	1,061.25
				$ 13,035.75

Bridge No. 1780, Sta. 1593+50

360	cu. yds.	Excavation	$ 2.50	$ 900.00
10	cu. yds.	Excavation below Plans	4.00	40.00
170	cu. yds.	Class "B" Concrete	21.50	3,655.00
18	cu. yds.	Class "A" Concrete	21.50	387.00
145	cu. yds.	Class "D" Concrete	21.50	3,117.50
42,000	lbs.	Metal Reinforcement	0.055	2,310.00
28	M-FBM	Treated Lumber	100.00	2,800.00
40,000	lbs.	Structural Steel	0.065	2,600.00
343	lin. ft.	Composite Handrail	3.75	1,286.25
				$ 17,095.75

Bridge No. 2170, Sta. 1625+50

280	cu. yds.	Excavation	$ 2.50	$ 700.00
10	cu. yds.	Excavation below Plans	4.00	40.00
90	cu. yds.	Class "B" Concrete	21.50	1,935.00
17	cu. yds.	Class "A" Concrete	21.50	365.50
115	cu. yds.	Class "D" Concrete	21.50	2,472.50
33,000	lbs.	Metal Reinforcement	0.055	1,815.00
14	M-FBM	Treated Lumber	100.00	1,400.00
26,500	lbs.	Structural Steel	0.065	1,722.50
247	lin. ft.	Composite Handrail	3.75	926.25
All Required		Remove Old Bridge and Maint. Traffic		500.00
				$ 11,876.75

Bridge No. 2171, Sta. 1646+50

380	cu. yds.	Excavation	$ 2.50	$ 950.00
10	cu. yds.	Excavation below Plane	4.00	40.00
220	cu. yds.	Class "A" Concrete	21.50	4,730.00
100	cu. yds.	Class "D" Concrete	21.50	2,150.00
57,000	lbs.	Metal Reinforcement	0.055	3,135.00
234	lin. ft.	Concrete Handrail	3.75	877.50
All Required		Remove Old Bridge and Maint. Traffic		500.00
				$ 12,382.50

Subtotal, Bridges	$ 54,390.75
10% Engr. & Cont.	5,439.07
Total, Bridges	$ 59,829.82

Length of Roadwork	3.334 miles
" " 4 Bridges	.101 mile
Total Length	3.435 miles
Cost per mile, Roadwork	$ 34,082.67

SUMMARY OF FUNDS REQUESTED

Item	Total Cost	Federal Aid Funds	State Funds
Roadwork	$ 113,631.65	$ 69,315.30 (61%)	$ 44,316.35
Bridges	59,829.82	36,496.19 (61%)	23,333.63
	$ 173,461.47	$105,811.49	$ 67,649.98

State Funds for Constr: Chap. 175, laws 1917; Chap. 31, laws 1920
State Funds for Maint: Chap. 41, laws 1927

#1672

1697

December 14, 1935

Great American Indemnity Company,
Harvey Wells Insurance Agency,
412 Failing Building,
Portland, Oregon.

Attention: Mr. John H. Dernet,
Manager, Surety Dept.

Gentlemen:

This acknowledges your letter of December 13 concerning the claim of a man by the name of Lyons against O. M. Pierce and M. L. O'Neil & Son, arising out of their contract with the State Highway Commission for the construction of the I. O. N. Highway in Malheur County.

In the event that I receive a receipt from Mr. Lyon I shall be pleased to pass the information on to you.

With best regards, I remain

Yours very truly,

Secretary

HBG:D

Jim
please do this.
HWS

JESSE S. PHILLIPS
CHAIRMAN OF THE BOARD

WILLIAM H. KOOP
PRESIDENT

PACIFIC DEPARTMENT

Great American
Indemnity Company
New York

DANIEL McPEAK
ALFRED W. HILLBACK
MANAGERS

233 SANSOME STREET
SAN FRANCISCO, CAL.
TELEPHONE EXBROOK 0360

HARVEY WELLS INSURANCE AGENCY
GENERAL AGENTS
412 FAILING BUILDING
TELEPHONE ATWATER 7305

PORTLAND, OREGON

December 13th, 1935.

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Ore.

Dear Mr. Glaisyer:

Re- Bond 87901 - O. N. Pierce and
M. L. O'Neil and Son - I.O.N. Highway

We received a report from your office to the effect that a man by the name of Lyons had filed a lien against the above captioned contractors on the above job.

It so happened that I was talking last night to Mr. O'Neil who advised me that he had paid Lyons a long time ago and that he had paid him exactly according to the terms that he and Lyons had agreed upon for the work performed by Lyons. Mr. O'Neil stated further that he was writing this man immediately asking him why he had not released his claim that had been filed with you. I therefore, anticipate that you will very shortly receive a letter to the effect that this matter has been settled and at that time I will appreciate your advising me so that our records may be cleared.

With kindest personal regards, I remain,

Yours very truly,

John H. Barnet.

Manager, Surety Department

HW/B

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO.

POST OFFICE BUILDING
PORTLAND, OREGON

November 7, 1935

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

This is to confirm our verbal concurrence in award of contract, as of this date, for Oregon Federal Aid project No. 169-F, the Gales-Tunnel Section of Old Oregon Trail, to McNutt Bros., Eugene, Oregon, who submitted the low bid.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

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UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO.

POST OFFICE BUILDING
PORTLAND, OREGON

November 7, 1935

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

This is to confirm our verbal concurrence in award of contract, as of this date, for Oregon Federal Aid project No. 169-F, the construction of four bridges over Burnt River and one culvert over Chicken Creek on the Old Oregon Trail near Weatherby, to Oregon Contracting Co. and Theo. Arenz, Portland, Oregon, who submitted the low bid.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

Jon

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO.

POST OFFICE BUILDING
PORTLAND, OREGON

October 22, 1935

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

P.S.& E. documents for Oregon Federal Aid Project No. 169-F, the Gales-Tunnel section of the Old Oregon Trail, have today been recommended for approval, subject to final review and approval by the Chief Engineer. This is your authority for advertising.

Prompt submission of the bid tabulation and agreement estimate will be appreciated.

We would also request copies of the right of way agreements with the Union Pacific Railway covering encroachments so that they may be forwarded to our Regional Office.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

Tro

169-7

October 16, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate to accompany plans and specifications for the Gales-Tunnel Section, Project No. 169-F.

Five sets of blueprint plans and five bid proposals are being sent under separate cover.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department Federal Aid Project No. 169-F

[illegible]-TUNNEL SECTION OF THE

OLD OREGON TRAIL IN BAKER COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, October 16, 1935

All Required		Clearing and Grubbing		$ 700.00
900	cu. yds.	Trench Excavation	$ 1.00	900.00
152,000	cu. yds.	Common Excavation	0.25	38,000.00
86,000	cu. yds.	Solid Rock Excavation	0.70	60,200.00
364,000	yd. sta.	Overhaul	0.02	7,280.00
31,000	yd. mi.	Truck Haul	0.15	4,650.00
3.43	miles	Finishing Roadbed and Slopes	400.00	1,372.00
11,000	lin. ft.	Rounding Cutbanks	0.10	1,100.00
2,500	lin. ft.	Salvaging Guard Fence	0.10	250.00
500	lin. ft.	Salvaging Culvert Pipe	1.00	500.00
500	lin. ft.	18" Corr. Iron Pipe	2.50	1,250.00
150	lin. ft.	18" Extra Strength Corr. Iron Pipe	3.00	450.00
200	lin. ft.	24" Corr. Iron Pipe	3.50	700.00
200	lin. ft.	36" Corr. Iron Pipe	5.50	1,100.00
21,000	cu. yds.	Gravel Topping	0.30	6,300.00
42,000	yd. mi.	Hauling Gravel Topping	0.15	6,300.00
3,000	cu. yds.	Salvaging Surfacing Materials	0.60	1,800.00
1,000	cu. yds.	Stockpile and Reload Salvaged Materials	0.30	300.00
1,500	yd. mi.	Hauling Salvaged Materials	0.15	225.00
500	M-Gal.	Sprinkling	2.00	1,000.00
150	sq. yds.	Hand-placed Rock Slopes	1.00	150.00
				$ 134,527.00

Chicken Creek Culvert

40	cu. yds.	Culvert Excavation	2.00	$ 80.00
42	cu. yds.	Class "D" Concrete	25.00	1,050.00
7,000	lbs.	Metal Reinforcement	0.06	420.00
All				$ 1,550.00

Subtotal, Roadway	$ 136,077.00
10% Engr. & Cont.	13,607.70
Total, Roadway	$ 149,684.70

BRIDGES

Bridge No. 1779, Sta. 1582

250	cu. yds.	Excavation	$ 3.00	$ 750.00
10	cu. yds.	Excavation below Plans	5.00	50.00
85	cu. yds.	Class "B" Concrete	22.00	1,870.00
18	cu. yds.	Class "A" Concrete	22.00	396.00
120	cu. yds.	Class "D" Concrete	23.00	2,760.00
33,000	lbs.	Metal Reinforcement	0.06	1,980.00
21	M-FBM	Treated Lumber	90.00	1,890.00
40,000	lbs.	Structural Steel	0.065	2,600.00
283	lin. ft.	Composite Handrail	4.00	1,132.00
				$ 13,428.00

Bridge No. 1780, Sta. 1593+50

360	cu. yds.	Excavation	$ 3.00	$ 1,080.00
10	cu. yds.	Excavation below Plans	5.00	50.00
170	cu. yds.	Class "B" Concrete	22.00	3,740.00
18	cu. yds.	Class "A" Concrete	22.00	396.00
145	cu. yds.	Class "D" Concrete	23.00	3,335.00
42,000	lbs.	Metal Reinforcement	0.06	2,520.00
28	M-FBM	Treated Lumber	90.00	2,520.00
40,000	lbs.	Structural Steel	0.065	2,600.00
343	lin. ft.	Composite Handrail	4.00	1,372.00
				$ 17,613.00

Bridge No. 2170, Sta. 1625+50

280	cu. yds.	Excavation	$ 3.00	$ 840.00
10	cu. yds.	Excavation below Plans	5.00	50.00
90	cu. yds.	Class "B" Concrete	22.00	1,980.00
17	cu. yds.	Class "A" Concrete	22.00	374.00
115	cu. yds.	Class "D" Concrete	23.00	2,645.00
33,000	lbs.	Metal Reinforcement	0.06	1,980.00
14	M-FBM	Treated Lumber	90.00	1,260.00
26,500	lbs.	Structural Steel	0.065	1,722.50
247	lin. ft.	Composite Handrail	3.00	741.00
All Required		Remove Old Bridge and Maint. Traffic		2,000.00
				$ 13,592.50

Bridge No. 2171, Sta. 1646+50

380	cu. yds.	Excavation	$ 3.00	$ 1,140.00
10	cu. yds.	Excavation below Plans	5.00	50.00
220	cu. yds.	Class "A" Concrete	22.00	4,840.00
100	cu. yds.	Class "D" Concrete	23.00	2,300.00
57,000	lbs.	Metal Reinforcement	0.06	3,420.00
234	lin. ft.	Concrete Handrail	5.00	1,170.00
All Required		Remove Old Bridge and Maint. Traffic		2,000.00
				$ 14,920.00

Subtotal, Bridges	$ 59,553.50
10% Engr. & Cont.	5,955.35
Total, Bridges	$ 65,508.85

Length of Roadwork	3.334 miles
" " 4 Bridges	.101 mile
Total Length	3.435 miles
Cost per mile, Roadwork	$ 44,896.43

SUMMARY OF FUNDS REQUESTED

Item	Total Cost	Federal Aid Funds	State Funds
Roadwork	84 $ 149,64~~8~~.70	$ 91,285.70	$ 58,363.00
Bridges	65,508.85	39,960.39	25,548.46
	$ 215,1~~57~~.55 93	$ 131,246.09	$ 83,911.46

STATE OF OREGON

MICROFILMED PUBLIC RECORD

(In accordance with the provisions of ORS 192.040 through 192.070)

Name of Agency: Oregon Dept. of Transportation

Title of Record Series: Construction Contracts

Arrangement of Records: By Contract number

Index:

INDEXING: Begins with: Contract#1738 Ends with: Contract#1772, [redacted] 1773

FLASH CARDS: Begins every Contract

Remarks:

Reel No. 21 Reduction Ratio 21:1 Project No.

Camera: Name Bell & Howell Model File Master Film MD 5 16mm

CAMERA OPERATOR'S CERTIFICATE

Certification: I hereby certify that I have on this 28 day of March, 19 80 photographed the documents appearing on this roll of film, that they are true copies of documents, found in the record file described above, and that the integrity of the above described record file has been maintained on the film by microfilming each document in the exact order in which it was found in the file - with the exception, if any, of documents omitted because of technical difficulties and/or by error, as indicated on the film in the cross-reference notes or retake certificate.

I hereby further certify that the microfilm on which these documents are recorded was procured as permanent film of the slow burning cellulose ester or polyester type known as safety photographic film, conforming to applicable standards of the American National Standards Institute; and that the processing conforms to the standards for permanent film; and that samples of film processed by this service are periodically tested.

Signature Scott G. Rhoden

STATE OF OREGON

MICROFILMED PUBLIC RECORD

(In accordance with the provisions of ORS 192.040 through 192.070)

Name of Agency: Oregon Dept. of Transportation

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Signature Scott G. Rhoden